

**NOTICE OF PONTIAC CITY COUNCIL MEETING**  
**March 30, 2021**  
**at 6:00 p.m.**

**THE MEETING WILL BE HELD ELECTRONICALLY**

The City Council of the City of Pontiac will hold a Formal Meeting on March 30, 2021 at 6:00 p.m. This meeting will be held electronically as allowed by the amended Open Meetings Act. The agenda for the Formal Meeting is attached. The Pontiac City Council gives notice of the following:

1. **Procedures.** The public may view the meeting electronically through the following method.  
**<http://pontiac.mi.us/council/pontiacvtv/index.php>**
2. **Public Comment.** For individuals who desire to make a public comment, please submit your name and comment in writing to **[publiccomments@pontiac.mi.us](mailto:publiccomments@pontiac.mi.us)**. Additionally, you may submit your public comment in writing directly to the Office of the City Clerk during regular business hours. All public comments must be received no later than 5:30 p.m. on March 30, 2021. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.
3. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or **[clerk@pontiac.mi.us](mailto:clerk@pontiac.mi.us)** at least 24 hours in advance of the meeting.

Dated 3-26-2021, 5:00 p.m.

Garland S. Doyle, Interim City Clerk

City of Pontiac

47450 Woodward Ave. Pontiac, MI 48342 Phone: (248) 758-3200

# PONTIAC CITY COUNCIL

**Kermit Williams, District 7**  
**President**  
**Randy Carter, District 4**  
**President Pro Tem**



**Patrice Waterman, District 1**  
**Megan Shramski, District 2**  
**Mary Pietila, District 3**  
**Gloria Miller, District 5**  
**Dr. Doris Taylor Burks, District 6**

*It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."*

Website: <http://pontiaccityclerk.com/city-council-meetings>

Garland S. Doyle, M.P.A.  
Interim City Clerk

## FORMAL MEETING

**March 30, 2021**

**6:00 P.M.**

**221<sup>st</sup> Session of the 10<sup>th</sup> Council**

**Call to order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Authorization to Excuse Councilmembers**

**Approval of the Agenda**

**Approval of the Minutes**

1. March 23, 2021

**Subcommittee Report**

2. Public Safety March 12, 2021

**Discussion**

3. City Council Special Committee on VEBA Implementation

**Special Presentations (Presentations are limited to 10 minutes.)**

4. Office of the City Clerk Medical Marihuana Review Process Update  
Presentation Presenters: Garland Doyle, Interim City Clerk and Jonathan Starks, Special Assistant to the Clerk
5. Update Report on City of Pontiac Allotments received through Cares Act and American Rescue Plan  
Presentation Presenters: Mayor Waterman, Linnette Phillips, Economic Development Director and Darin Carrington, Finance Director
6. Upcoming Infrastructure and Capital Improvement Projects for Calendar Year 2021.  
Presentation Presenters: Mayor Waterman, Dan Ringo, Interim DPW Director and Abdul Siddiqui, P.E., City Engineer

**Recognition Elected Officials**

## **Agenda Address**

## **Agenda Items**

### **Resolutions**

#### **Building and Safety**

7. Resolution to extend Landlord Cares Act Program

#### **City Attorney**

8. Resolution to adopt an Electronic Meeting Policy

#### **City Clerk**

9. Resolution to approve Humble Design, 180 N Saginaw a 501(c)(3) nonprofit organization in Pontiac as a recognized nonprofit organization in the community for the purpose of obtaining a charitable gaming license.

#### **Department of Public Works (DPW)**

10. Resolution to Authorize the Mayor to Sign MDOT Funding Agreement (Contract No. 21-5028) for the Construction of the W Walton Blvd Concrete Pavement Repair Project

#### **Economic Development**

11. Resolution to approve the establishment of an Industrial Development District (IDD) for 2100 S. Opdyke Road
12. Resolution to approve Speculative Building Designation for 2100 S Opdyke, LLC

#### **Public Comment**

#### **Mayor, Clerk and Council Closing Comments**

#### **Adjournment**

**#1**

**MINUTES**

March 23, 2021 Study

**Official Proceedings  
Pontiac City Council  
220<sup>th</sup> Session of the Tenth Council**

**Call to order**

A Study Session of the City Council of Pontiac, Michigan was called to order electronically, on Tuesday, March 23, 2021 at 6:03 p.m. by Council President Kermit Williams.

**Roll Call**

**Members Present**

Carter  
Miller  
Pietila  
Shramski  
Taylor-Burks  
Waterman  
Williams

**Attendance**

Remotely  
Remotely  
Remotely  
Remotely  
Remotely  
Remotely  
Remotely

**Location**

Ingham County, MI  
Pontiac, Oakland County, MI  
Pontiac, Oakland County, MI  
Pontiac, Oakland County, MI  
Pontiac, Oakland County, MI  
Pontiac, Oakland County, MI  
Pontiac, Oakland County, MI

Mayor Waterman was present.  
Clerk announced a quorum.

**Approval of the Agenda**

21-76 **Motion to approve the Agenda.** Moved by Councilperson Carter and second by Councilperson Taylor-Burks.

Ayes: Miller, Pietila, Shramski, Taylor-Burks, Waterman, Williams and Carter

No: None

**Motion Carried**

**Approval of Minutes**

21-77 **Approve meeting minutes for March 16, 2021.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

Ayes: Pietila, Shramski, Taylor-Burks, Waterman, Williams, Carter and Miller

No: None

**Motion Carried**

**Public Comments**

Five (5) individuals submitted public comments read by the City Clerk

**Councilwoman Pietila made a motion to suspend the rules and then withdrew her motion**

**Suspend the Rules**

21-78 **Motion to suspend the rules to vote.** Moved by Councilperson Waterman and second by Councilperson Shramski.

Ayes: Taylor-Burks, Waterman, Williams, Carter, Miller, Pietila and Shramski

No: None

**Motion Carried**

**Resolution**

**Department of Public Works (DPW)**

21-79      **Resolution for Martin Luther King Jr Blvd Preventive Maintenance through the Local Bridge Program.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

WHEREAS, the condition of the bridge listed below has deteriorated to such an extent that preventive maintenance is necessary and

WHEREAS, the budget of the City of Pontiac will not allow preventive maintenance of this bridge without additional funds from other sources.

THEREFORE BE IT NOW RESOLVED that the City of Pontiac request local bridge program funds for preventive maintenance of the MLK Jr Blvd over the Grand Trunk Western Railroad Bridge for the year 2024.

Ayes: Waterman, Williams, Carter, Miller, Pietila Shramski and Taylor-Burks

No: None

**Resolution Passed**

**Suspend the Rules**

21-80      **Motion to suspend the rules to vote.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

Ayes: Williams, Carter, Miller, Pietila, Shramski, Taylor-Burks and Waterman

No: None

**Motion Carried**

**Resolution**

**Department of Public Works (DPW)**

21-81      **Resolution for Orchard Lake Road Bridge Preventive Maintenance through the Local Bridge Program.** Moved by Councilperson Taylor-Burks and second by Councilperson Shramski.

WHEREAS, the condition of the bridge listed below has deteriorated to such an extent that rehabilitation is necessary and

WHEREAS, the budget of the City of Pontiac will not allow rehabilitation of this bridge without additional funds from other sources.

THEREFORE BE IT NOW RESOLVED that the City of Pontiac request local bridge program funds for rehabilitation of the Orchard Lake Road over the Clinton River Bridge for the year 2024.

Ayes: Carter, Miller, Pietila, Shramski, Taylor-Burks, Waterman and Williams

No: None

**Resolution Passed**

**Suspend the Rules**

21-82      **Motion to suspend the rules to vote.** Moved by Councilperson Waterman and second by Councilperson Shramski.

Ayes: Miller, Pietila, Shramski, Taylor-Burks and Waterman

No: Williams and Carter

**Motion Carried**

**Resolution**

**Finance**

21-83            **Resolution to approve AT&T as the telecommunications and internet provider of the City for April 1, 2021 – April 1, 2024.** Moved by Councilperson Pietila and second by Councilperson Shramski.

Whereas, AT&T, the City's current telecommunications and internet provider has presented the City with proposals for these services for a period of three years; and,

Whereas, the Mayor and Finance Director have reviewed the proposals, have recommended that proposals are accepted, and have certified available funding.

Now Therefore, Be It Resolved, that the City Council approves the proposal from the AT&T to provide telecommunication and internet services as outlined in the summary sheet and the separate agreements attached in this resolution.

Ayes: Pietila, Shramski, Taylor-Burks and Waterman

No: Williams, Carter and Miller

**Resolution Passed**

**Received Communication from the City Clerk**

Memorandums from Nick Curcio, Esq., The Curcio Law Firm regarding Medical Marihuana and the Planning Commission.

- a. Attorney Memorandum regarding Locational Requirements for Marijuana Growers and Processors
- b. Attorney Memorandum regarding Planning Commission's Failure to Act on City Council Referral
- c. Attorney Memorandum regarding Planning Commission Holdovers

Memorandums are attached as Exhibit A

**Adjournment**

President Kermit Williams adjourned the meeting at 6:50 p.m.

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GARLAND S DOYLE  
INTERIM CITY CLERK

GARLAND S. DOYLE, M.P.A.  
*Interim City Clerk*  
*FOIA Coordinator*

SHEILA GRANDISON  
*Deputy City Clerk*



OFFICE OF THE CITY CLERK  
47450 Woodward Avenue  
Pontiac, Michigan 48342  
Phone: (248) 758-3200  
Fax: (248) 758-3160

MEMORANDUM

TO: Honorable City Council

FR: Garland S. Doyle, Interim City Clerk

DA: March 18, 2021

RE: Memorandums from Nick Curcio, Esq., The Curcio Law Firm regarding Medical Marihuana and the Planning Commission

As you are aware, City Attorney Anthony Chubb, Giarmarco, Mullins & Horton, P.C. issued a legal opinion on April 29, 2020 regarding conditional rezoning obligations/Glenwood Plaza. In the opinion, it states that the conditional rezoning agreement approved by the City Council on January 21, 2020 "allows zoning and uses nonconforming with the relevant provisions of Pontiac Zoning Ordinance Amendment No. 2363 to the extent its requirements are inconsistent. Therefore, pending applications submitted by Pharmaco must be timely reviewed. Further, upon determination that they are in compliance with all requirements of Ordinance 2357 (B) applicable to growing operations, such licenses shall be issued by the City Clerk's Office." I have informed your honorable body, Mayor Waterman and City Attorney Chubb on several occasions that his opinion is asking me to issue a license when it is not permitted by Ordinance 2363.

Despite my concern, Mayor Waterman and City Attorney Chubb along with the developer Rubicon Capital LLC continue to apply pressure to myself as the City Clerk and has asked this Council to force me to issue licenses (permits) to their prospective tenants (Pharmaco Inc and Family Rootz).

On February 16, 2021 during the Clerk's Response to Glenwood Plaza Medical Marihuana Project, I informed the City Council that it would be illegal for me to issue a license to any medical marihuana grower or processor applicant at the Glenwood site. Ordinance 2363 does not permit growers or processors to be licensed outside of the Cesar Chavez or Walton Blvd Overlay Districts. My statement is recorded in the February 16, 2021 approved minutes.

As a result of my concern that the City Administration (Mayor and City Attorney) are asking me to perform what I believe is an illegal act, I felt that this was necessary for me to seek my own independent legal counsel to protect myself from any civil or criminal liability. I retained Nick Curcio, Esq. Attorney Curcio practice primarily focuses on municipal and zoning law.



I asked Attorney Curcio the following questions:

1. Whether, and in what circumstances, the zoning ordinance allows parcels outside the Medical Marijuana Overlay District (MMODs) to be approved for marijuana-related uses. To help clarify the issue, I asked for an opinion as to whether the Planning Commission is authorized to grant a special exemption permit for a marijuana grower or processor at a location outside of the MMODs. Also I asked if a conditional rezoning agreement could authorize the Planning Commission to do so, without rezoning the property in question to be part of an MMOD.

Attorney Curcio's memo regarding locational requirements for marijuana growers and processors dated March 9, 2021 is on the agenda as item 10a. Attorney Curcio's opinion validates my position that Ordinance 2363 does not currently permit growers or processors to be licensed outside of the Cesar Chavez or Walton Blvd Overlay Districts. It would be a violation of Ordinance 2363 and illegal for me as the City Clerk to issue any grower or processor a license (permit) if they are located outside of the Cesar Chavez or Walton Blvd Overlay Districts. If the City wants to permit growing and processing at the Glenwood site, then the City Council would have to amend Ordinance 2363.

2. In addition, I asked for an opinion as to whether the Planning Commission has a duty to review the proposed ordinance and make an up-or-down recommendation to the City Council.

Attorney Curcio's memo regarding Planning Commission's failure to act on City Council referral dated March 9, 2021 is on the agenda as item 10b.

3. Finally, I asked for an opinion as to whether planning commissioners are legally permitted to continue serving after their reappointments were rejected by City Council. If so, whether there is any limitation on their ability to do so.

Attorney Curcio's memo regarding Planning Commission holdovers dated March 9, 2021 is on the agenda as item 10c.

cc: Mayor Waterman  
City Attorney Anthony Chubb

## Attorney Memorandum<sup>1</sup>

**To:** Garland Doyle, Pontiac City Clerk  
**From:** Nick Curcio, Attorney  
**Re:** Locational Requirements for Marijuana Growers and Processors  
**Date:** March 9, 2021

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In 2019, the City of Pontiac adopted Ordinance Number 2363 to establish zoning requirements for medical marijuana facilities.<sup>2</sup> Among other things, the ordinance establishes three medical marijuana overlay districts (MMODs), known as the Walton Boulevard MMOD, the Cesar Chavez MMOD, and the C-2 downtown MMOD. The stated purpose of MMODs is to “provide for the placement of Medical Marihuana<sup>3</sup> related uses . . . with a goal of minimizing potential adverse impacts on adjacent property owners, neighbors, and the City.”<sup>4</sup> Over the last year, questions have arisen as to whether, and in what circumstances, the zoning ordinance allows parcels outside the MMODs to be approved for marijuana-related uses. To help clarify this issue, you asked for my opinion as to whether the Planning Commission is authorized to grant a special exception permit for a marijuana grower or processor at a location outside of the MMODs. You also asked if a conditional rezoning agreement could authorize the Planning Commission to do so, without rezoning the property in question to be part of an MMOD.

For the reasons described below, I believe the answer to both of those questions is “no.” If called upon to interpret the City’s zoning ordinances, a reviewing court would likely conclude that the MMODs are the exclusive locations in the City where growers and processors can legally operate. While the zoning ordinance expressly allows other

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<sup>1</sup> This memo is one of several that you asked me to prepare as your privately retained legal counsel. During our initial consultation, you explained to me that you felt pressured to take actions in your role as City Clerk that you believed to be contrary to applicable law. Accordingly, you asked for my opinion on various legal issues to help you decide how to respond to those pressures. Please note that I do not represent or have any relationship with the City of Pontiac. Pursuant to Section 4.202(a) of the Pontiac City Charter, the City Attorney is responsible for “supervising the conduct of all the legal business of the City and its departments.”

<sup>2</sup> The statements of fact in this opinion are based primarily on your representations to me during our initial consultation. For the most part, I have not independently verified those representations.

<sup>3</sup> Notably, both the City’s zoning ordinance and various state statutes use an antiquated spelling of “marijuana” that includes an “h” instead of a “j.” This memo uses the more modern spelling except where quoting directly from ordinance or statutory text.

<sup>4</sup> Pontiac Zoning Ordinance § 3.1101.

types of medical marijuana facilities to be located outside of the MMODs subject to a special exception permit, it makes no such allowance for grower and processor uses. Accordingly, the City cannot reasonably interpret the zoning ordinance to provide such an allowance, nor can it create such an allowance through a contract with a private party. Rather, the only scenarios in which a parcel that is currently outside of an MMOD could be lawfully approved for grower or processor uses would be if: (1) the parcel is rezoned to be within an MMOD; or (2) the City amends the zoning ordinance to allow medical marijuana growers and processors in other locations, either as permitted uses or special exception uses.

By way of further explanation, there are several sections of the zoning ordinance that are relevant to answering the question posed above. First, section 2.201 explains the distinction between the different designations for zoning uses in the City of Pontiac. A “permitted use” is one that is clearly compatible with a given zoning district and therefore “require[s] a minimum of limitations.” Permitted uses are allowed “by right,” subject only to site plan review to the extent required by section 6.202. A “special exception use,” by contrast, is a use “presenting potential injurious effect upon residential and other property, unless authorized under specific imposed conditions.” In particular, special exception uses require a special exception permit issued by the Planning Commission pursuant to a more rigorous review process provided in article 6, chapter 3 of the zoning ordinance. If the zoning ordinance does not authorize a defined use as either a permitted use or a special exception use in a particular zoning district, section 2.202 provides that the use is prohibited in that district.

Pursuant to section 2.204 of the zoning ordinance, a table labeled “Table 2” lists “the uses that may be permitted in each zoning district.” In doing so, it uses different symbols to distinguish uses that are permitted by right from those that require a special exception permit. Among other things, Ordinance Number 2363 amends Table 2 to include five different types of medical marijuana facilities, each of which is defined and

authorized by the Michigan Medical Marijuana Facilities Licensing Act. The new sections of Table 2 appear as follows:

Commercial, Office, and Service Uses												
Residential Districts			Commercial Districts					Industrial Districts				
R-1	R-2	R-3	C-0	C-1	C-2	C-3	C-4	M-1	M-2	IP-1		
Medical Marijuana Grower									o	o	o	Section 2,544
Medical Marijuana Processor									o	o	o	Section 2,545
Medical Marijuana Provisioning Centers									*	o	*	Section 2,546
Medical Marijuana Safety Compliance Facility									*	o	*	Section 2,547
Medical Marijuana Secure Transporter									*	o	*	Section 2,548

\* Special Exception Permit Uses outside the Medical Marijuana Overlay Districts

o Principal Permitted Uses in the Medical Marijuana Overlay Districts

As shown above, the rows in the table for grower and processor uses are identical, with both having a circle symbol (o) in the M-1, M-2, and IP-1 columns. According to the key below the table, that symbol indicates that a use is a principal permitted use in the MMODs. In other words, when a parcel is zoned M-1, M-2, or IP-1 with an MMOD overlay designation, grower and processor uses are permitted by right. Notably, the rows in the table for grower and processor uses do not include any asterisk symbols (\*), which indicate that a use can be authorized via special exception permit for parcels outside the MMODs. By contrast, the rows for the other three types of medical marijuana uses contain asterisk symbols in various columns.

In addition to Table 2, there are several other sections in the zoning ordinance that are potentially relevant to the question posed. For each use type, Ordinance Number 2363 creates a new zoning section that provides locational and other regulatory requirements. For example, section 2.544 pertains to grower facilities, and states in a subsection entitled "Licensing" that "Medical Marijuana Grower uses are not permitted

outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts.” Section 2.545 pertains to processors and has a nearly identical provision. By contrast, sections 2.546, 2.547, and 2.548, which pertain to provisioning centers, safety compliance facilities, and secure transporters, respectively, state that each of those uses may be located outside of the MMODs. For example, section 2.546 states: “No More than five (5) Provisioning Centers shall be established in the C-1, C-3, and C-4 zoned properties combined outside the Medical Marihuana Overlay Districts.” Sections 2.547 and 2.548 include similar language.

The final relevant section of Ordinance Number 2363 is section 3.1106, which provides: “Medical Marihuana uses outside the Medical Marihuana Overlay Districts are subject to Planning Commission approval following the Standards for Approval of Section 6.303 for Special Exception Permits, and Article 2, Chapter S, Development Standards for Specific Uses.”

In my opinion, these sections collectively indicate that growers and processors can only be located in the MMODs, where they are permitted by right. I understand that some have suggested otherwise, asserting that section 3.1106 allows all five types of medical marijuana uses to locate outside of the MMODs if the Planning Commission approves a given location by issuing a special exception permit. This reading of the ordinance is contrary to two principal rules of legal interpretation, and therefore is not legally viable. First, when possible, courts must “give every word meaning, and should seek to avoid any construction that renders any part of a statute surplus or ineffectual.”<sup>5</sup> As the Supreme Court has explained, “when there is tension, or even conflict, between sections of a statute, this Court has a duty to, if reasonably possible, construe them both so as to give meaning to each; that is, to harmonize them.”<sup>6</sup> Here, if section 3.1106 is read to allow all five types of medical marijuana uses to locate outside of the MMODs, the sections of the ordinance that expressly prohibit growers and processors from locating outside of the MMODs (*i.e.*, Table 2 and sections 2.544 and 2.545) would be superfluous and ineffectual. On the other hand, all of the relevant sections can be easily harmonized by reading section 3.1106 more narrowly, so that its reference to “Medical Marihuana uses outside the Medical Marihuana Overlay Districts” refers only to the

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<sup>5</sup> *In re Turpening Estate*, 258 Mich App 464, 465; 671 NW2d 567 (2003).

<sup>6</sup> *Nowell v Titan Ins Co*, 466 Mich 478, 483; 648 NW2d 157 (2002).

three specific types of uses that are expressly allowed to locate outside of the MMODs pursuant to other sections (i.e., provisioning centers, safety compliance facilities, and secure transporters). This reading is perfectly consistent with the text of the ordinance, in that it does not require giving any words or phrases irregular meanings.

A second relevant principal of interpretation is that when two sections of a statute or ordinance are in conflict with each other, the more specific provision takes precedence over the more general one.<sup>7</sup> This rule is thought to help courts give effect to the legislature's intent, on the theory that "the specific provision comes closer to addressing the very problem posed by the case at hand and is thus more deserving of credence."<sup>8</sup> Here, to the extent that the various provisions of the zoning ordinance are in conflict with each other, the provisions that directly address the locational requirements for growers and processors are more specific than section 3.1106, which refers to medical marijuana uses more generally. Accordingly, a court would likely find that the more specific provisions that prohibit growers and processors from locating outside of the MMODs take precedence over any language in section 3.1106 that might suggest otherwise.

Aside from the interpretive issue involving section 3.1106, some have suggested that the Court of Appeals's decision in *Reilly v Marion Township*<sup>9</sup> empowers the Planning Commission to grant special exception permits for growers and processors outside of the MMODs, even if the text of the ordinance does not do so. This suggestion is based on a fundamental misunderstanding of the holding in *Reilly*. In that case, the Court considered a narrow issue of interpretation involving the Marion Township zoning ordinance: whether the zoning board was authorized to grant a special exception permit for a commercial trucking operation even though commercial trucking was not specifically listed in the zoning ordinance as a special exception use permitted in any zoning district.<sup>10</sup> The court concluded that the zoning board had the power to do so, because language in the ordinance specifically "empowered [the board] to add to the list

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<sup>7</sup> See, e.g., *Bruwer v Oaks* (On Remand), 218 Mich App 392, 396; 554 NW2d 345 (1996).

<sup>8</sup> Scalia & Garner, *Reading Law: The Interpretation of Legal Texts* (St. Paul: Thomson/West, 2012), p 183.

<sup>9</sup> 113 Mich App 584, 317 NW2d 693 (1982).

<sup>10</sup> *Id.* at 588-589.

of special use exceptions those exceptions deemed necessary to protect adjacent properties, the general neighborhood, and its residents and workers.”<sup>11</sup>

There are at least three reasons why the decision in *Reilly* has no bearing on the question you posed above. First, unlike the ordinance in *Reilly*, the Pontiac Zoning Ordinance is not silent as to whether the various medical marijuana facilities are allowed as special exception uses. Rather, Table 2 and other sections of the ordinance specifically indicates that some are and some are not. This fact alone distinguishes the present circumstance from *Reilly*. Second, also unlike the ordinance in *Reilly*, the Pontiac Zoning Ordinance does not include any language indicating that the Planning Commission can add to the list of uses that are permitted by special exception permit. Third, it is questionable whether *Reilly* remains good law after the passage of the Michigan Zoning Enabling Act (MZEA). In *Whitman v Gallien Township*,<sup>12</sup> the Court of Appeals held that the MZEA, which was enacted in 2006, “require[es] that a zoning ordinance specifically enumerate the land uses and activities that are eligible for special-use status.”<sup>13</sup> In doing so, the court seemed to indicate that the open-ended list of special exception uses at issue in the *Reilly* may not comply with the new requirements in the MZEA.<sup>14</sup>

Finally, some have suggested that the City can allow growers and processors to locate outside of the MMODs by entering into conditional rezoning agreements wherein the City agrees to rezone a parcel to a zoning designation that does not ordinarily allow growers or processors (i.e., a zoning designation outside of the MMODs), but then provides in the agreement that the parcel can be used as a grower or processor via a special exception permit. In my opinion, the MZEA does not allow this type of arrangement. The relevant provision of the MZEA authorizes conditional rezoning agreements by providing that “[a]n owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map.”<sup>15</sup> When used in the zoning context, the word “condition” refers to a “limitation[] on the use of the land and to protect nearby owners.”<sup>16</sup> Accordingly, the purpose of a conditional rezoning

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<sup>11</sup> *Id.* at 588.

<sup>12</sup> 288 Mich App 672; 808 NW2d 9 (2010).

<sup>13</sup> *Id.* at 17.

<sup>14</sup> *Id.*

<sup>15</sup> MCL 125.3405.

<sup>16</sup> *City of Troy v Aslanian*, 170 Mich App 523, 528; 428 NW2d 703 (1988).

agreement is to place *additional limitations* on a specific parcel that would not otherwise exist under the zoning designation to which the property is being rezoned. For example, a community might choose to rezone a residential parcel to a commercial designation, but then provide by agreement that the parcel can only be used for a lower-intensity commercial use, like an ice cream store, rather than for any of the commercial uses ordinarily permitted in the district.<sup>17</sup> Importantly, nothing in the text of the statute indicates that a rezoning agreement can authorize a property owner to engage in uses that are not allowed in the zoning district to which the parcel is being rezoned. Such an arrangement is inconsistent with the common understanding of the word “condition,” which refers to imposition of additional limitations rather than granting of additional rights. Therefore, if the City wishes to use conditional rezoning to allow growers or processors in new locations, the only permissible way to do so would be to rezone the parcel in question to an MMOD zoning designation. A reviewing court would likely determine that a rezoning agreement that rezones a parcel to a different zoning designation, outside of an MMOD, cannot authorize grower or processor uses to operate via special exception permit.

I hope this memo sufficiently answers your question. Please let me know if there is anything further I can do to assist with this issue.

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<sup>17</sup> As one prominent commentator has explained, “To reduce controversy or concerns the applicant might volunteer to condition the zoning amendment to restrict the use of the parcel(s) to only a specific certain land use. For example an ice cream store rather than all the possible land uses in a commercial district. If the zoning amendment is approved something like a deed restriction is placed on the parcel so that only the restricted uses of the parcel are possible.” Kurt H. Schindler, Michigan State University Extension, “All zoning does not have to include everything in the Michigan Zoning Enabling Act,” August 19, 2015



## Attorney Memorandum<sup>1</sup>

**To:** Garland Doyle, Pontiac City Clerk  
**From:** Nick Curcio, Attorney  
**Re:** Planning Commission's Failure to Act on City Council Referral  
**Date:** March 9, 2021

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In January 2020, the Pontiac City Council voted to refer a proposed zoning ordinance amendment regarding medical marijuana regulations to the Planning Commission.<sup>2</sup> To date, the Planning Commission has not given a recommendation on the referred ordinance, and some have suggested that it is unnecessary for it to do so. You asked for my opinion as to whether the Planning Commission has a duty to review the proposed ordinance and make an up-or-down recommendation to the City Council. For the reasons described below, I believe that it does.

Pursuant to the Michigan Zoning Enabling Act, the legislative body (here, the City Council) "may refer any proposed amendments to the [planning] commission for consideration and comment within a time specified by the legislative body."<sup>3</sup> Although the statute does not expressly state that a legislative body's referral obligates the planning commission to make a recommendation on the proposal, that obligation is necessarily implied from the text and structure of the statute. For one, if a planning commission could simply ignore referrals, the language in the statute that authorizes the legislative body to make referrals and set deadlines for the planning commission's consideration would be effectively meaningless. That would be contrary to a principal rule of statutory interpretation that requires all words in a statute to be given operative meaning to the

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<sup>1</sup> This memo is one of several that you asked me to prepare as your privately retained legal counsel. During our initial consultation, you explained to me that you felt pressured to take actions in your role as City Clerk that you believed to be contrary to applicable law. Accordingly, you asked for my opinion on various legal issues to help you decide how to respond to those pressures. Please note that I do not represent or have any relationship with the City of Pontiac. Pursuant to Section 4.202(a) of the Pontiac City Charter, the City Attorney is responsible for "supervising the conduct of all the legal business of the City and its departments."

<sup>2</sup> The statements of fact in this opinion are based primarily on your representations to me during our initial consultation. For the most part, I have not independently verified those representations. I did verify, however, that on January 21, 2020, the City Council approved a motion "to refer item #18 (emergency ordinance to amend Ordinance 2363) to the Planning Commission." Corrected Minutes of the Pontiac City Council, January 21, 2020.

<sup>3</sup> MCL 125.3401(3).

extent possible.<sup>4</sup> Further, other provisions in the statute require that a planning commission hold at least one public hearing on a proposed zoning ordinance and make a recommendation to the legislative body before the legislative body can consider its adoption.<sup>5</sup> In light of these requirements, if a planning commission could simply refuse to take action on a referral, it would effectively have the power to veto proposals put forward by the municipality's elected officials. Given that planning commissions are appointed advisory bodies rather than elected lawmaking bodies, the statute could not possibly contemplate such extraordinary power.

One notable aspect of the scenario that you described is that the City Council's referral did not state a deadline by which the Planning Commission must act on the proposed amendment. The general rule is that when no express deadline is provided, a public official or public body must act within a "reasonable period of time."<sup>6</sup> While there is no precise formula for determining what amount of delay is reasonable, it would seem that a delay of over a year would likely be deemed unreasonable. Nevertheless, if the City Council wishes to prompt the Planning Commission to make a recommendation on the proposal, it could consider making a new motion directing the Planning Commission to act within a specified deadline, as authorized by the Zoning Enabling Act. If the Planning Commission then refuses or fails to comply with that deadline, the City Council or other interested parties could likely bring a mandamus lawsuit seeking to compel it to do so.<sup>7</sup> Further, individual Planning Commissioners who refuse to comply with the deadline would potentially be subject to removal from the Planning Commission based on "nonfeasance" in office.<sup>8</sup>

I hope this memo sufficiently answers your question. Please let me know if there is anything further I can do to assist with this issue.

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<sup>4</sup> *In re Turpening Estate*, 258 Mich App 464, 465; 671 NW2d 567 (2003) ("In construing a statute, this Court should give every word meaning, and should seek to avoid any construction that renders any part of a statute surplus or ineffectual.").

<sup>5</sup> See MCL 125.3202(1), MCL 125.3306(1), MCL 125.3401(1).

<sup>6</sup> 1970 OAG 5613 (1979).

<sup>7</sup> See, e.g., *Citizens Protecting Michigan's Constitution v Sec'y of State*, 280 Mich App 273, 283; 761 NW2d 210 (2008) ("Mandamus is the appropriate remedy for a party seeking to compel action by [public] officials.").

<sup>8</sup> MCL 125.3815(9) ("The legislative body may remove a member of the planning commission for misfeasance, malfeasance, or nonfeasance in office . . ."). "Nonfeasance" is generally defined as "failing to perform any act that the duties of the office require of the officer." *People v Perkins*, 468 Mich 448, 456; 662 NW2d 727 (2003).

## Attorney Memorandum<sup>1</sup>

**To:** Garland Doyle, Pontiac City Clerk  
**From:** Nick Curcio, Attorney  
**Re:** Planning Commission Holdovers  
**Date:** March 9, 2021

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Approximately two and a half years ago, the Mayor of Pontiac nominated four incumbent Planning Commissioners to be reappointed for additional terms after their terms expired.<sup>2</sup> The City Council voted in September 2018 to reject all four reappointments. The Mayor has not nominated any additional candidates to replace the incumbent Planning Commissioners,<sup>3</sup> and all four have continued to serve on the Planning Commission. You asked for my opinion as to whether they are legally permitted to continue serving and, if so, whether there is any limitation on their ability to do so.

With respect to your first question, the Michigan Planning Enabling Act states that a Planning Commissioner “shall hold office until his or her successor is appointed.”<sup>4</sup> In light of this provision, the Planning Commissioner’s seat is not automatically vacated at the expiration of the appointed term. Rather, the incumbent Planning Commissioner becomes a “holdover” or “de facto” officer until a successor is appointed, and any actions that he or she takes during the holdover term have the same force and effect as the actions of other Planning Commissioners.<sup>5</sup> In other words, the decision of a Planning Commission cannot be challenged on the grounds that a member of the Planning Commission was holding over in office after the expiration of his or her appointed term.

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<sup>1</sup> This memo is one of several that you asked me to prepare as your privately retained legal counsel. During our initial consultation, you explained to me that you felt pressured to take actions in your role as City Clerk that you believed to be contrary to applicable law. Accordingly, you asked for my opinion on various legal issues to help you decide how to respond to those pressures. Please note that I do not represent or have any relationship with the City of Pontiac. Pursuant to Section 4.202(a) of the Pontiac City Charter, the City Attorney is responsible for “supervising the conduct of all the legal business of the City and its departments.”

<sup>2</sup> The statements of fact in this opinion are based primarily on your representations to me during our initial consultation. For the most part, I have not independently verified those representations.

<sup>3</sup> It appears that the Mayor made an additional attempt to nominate two of the four incumbent Planning Commissioners for reappointment in late 2019, and the City Council again rejected their reappointment in January 2020.

<sup>4</sup> MCL 125.3815(3).

<sup>5</sup> See, e.g., 1979 Mich OAG 5606; 3 McQuillin, Municipal Corporations § 12.160 (3rd ed.).

One notable aspect of the scenario that you described is that the Mayor nominated the four incumbent Planning Commissioners for reappointment approximately two and a half years ago, and the City Council rejected their reappointment. In my opinion, the City Council's rejection does not preclude the incumbent Planning Commissioners from continuing to serve as holdover officers. Based on the plain language of the statute, it appears that the term "appointment" is best understood as a two-step process in which the chief elected official (the Mayor) first nominates a candidate, and the legislative body (the City Council) then confirms or rejects the nominee.<sup>6</sup> Under this understanding of the term, the time at which a Planning Commissioner's "successor is appointed" occurs once the City Council confirms a successor, not when the Mayor unsuccessfully nominates a candidate for appointment or reappointment. This construction follows not only from the common understanding of the appointment power,<sup>7</sup> but also from the underlying rationale of the common-law holdover rule, which was that "the public interest requires that public offices should be filled at all times without interruption."<sup>8</sup>

With respect to your second question, the incumbent Planning Commissioner's ability to holdover in office is subject to a practical limitation: the Mayor's duty to nominate new candidates for the position. As noted above, the Planning Enabling Act provides for the appointment of Planning Commissioners by the Mayor with the consent of the City Council.<sup>9</sup> The Michigan Attorney General has opined that when a statute vests the power of appointment in a particular officer, "the duty to provide for an election or to make an appointment within a reasonable amount of time is necessarily implied."<sup>10</sup> While there is no precise formula for determining what amount of delay is "reasonable," a delay of seven months in making an appointment has previously been deemed "unreasonable."<sup>11</sup> Accordingly, it appears that the Mayor is likely in breach of her duty to nominate new candidates for the Planning Commission within a reasonable time. A party harmed by that breach of duty — such as the City Council or an applicant

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<sup>6</sup> See MCL 125.3815(1) ("In a municipality, the chief elected official shall appoint members of the planning commission, subject to approval by a majority vote of the members of the legislative body elected and serving.").

<sup>7</sup> See *In re Hennen*, 38 U.S. (13 Pet.) 230, 259 (1839) (explaining that when an appointment requires the consent of the legislative body, the legislative body shares the appointing power.").

<sup>8</sup> 3 McQuillin, *Municipal Corporations* § 12.160 (3rd ed.).

<sup>9</sup> MCL 125.3815(1).

<sup>10</sup> 1970 OAG 5613 (1979).

<sup>11</sup> *Id.*

for a seat on the Planning Commission — could potentially bring a lawsuit for mandamus seeking to compel the Mayor to nominate new candidates.<sup>12</sup> The Mayor may also be subject to censure or other sanctions, particularly if there is evidence to suggest that she is refusing to nominate new candidates as an end-run around the City Council's advice-and-consent power.

I hope this memo sufficiently answers your question. Please let me know if there is anything further I can do to assist with this issue.

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<sup>12</sup> *Id.* (“In the event that a county board of commissioners neglects to make the appointments to fill vacancies on the county road commission after expiration of a reasonable period of time, an action of mandamus may be instituted to compel the board to make the appointments.”); see also *State ex Rel. Hartman v Thompson*, 627 So 2d 966 (Ala Civ App 1993) (addressing a mandamus petition to compel the Governor of Alabama to make appointments within a reasonable time).

**#2**

**SUBCOMMITTEE  
REPORT**

March 12, 2021

Public Safety Subcommittee

Call to order@ 9:30 a.m.

Reports followed by Comments from SSgt Steven Law, EMTS. Charles Hughes and Rick Gallo, Fire Deputy Carl Wallace Councilwoman Mary Pietila.

Absent, Council ProTem Randy Carter, Councilwoman Megan Sharamski and the Mayor.

### **Sheriff Department**

1. We did hear the advantage and necessity of additional traffic cars would be for the afternoon and evening shifts, with the illegal motor bikes and ATV's on the road and in the parks as well as addressing that speeding, enabling road patrol to address more of the non- traffic issues.
2. Misdemeanor Arrests, Misdemeanor arrests and Handguns Seized have increased since the 2<sup>nd</sup> DPU unit has been on the road.

### **Waterford Regional**

Deputy Chief did speak of how the Waterford Regional Fire Department is composed of 3 Communities. Lake Angelus, Pontiac and Waterford. He did give credit to the Union as they have been doing tremendous work helping out with covid-19 virus. Union President Harney is putting together a written piece which will be published when done.

The 75' Quint Truck will be moved to Station 8, Tower truck to Station 1, the new Command Pickup to Station 7 that truck with lights and stickers will be roughly 650,000.00. Liaison Officer Will Wright is going to be assessing for Officer Involvement.

### **Star EMS**

Back Pain calls have let up; Johnson and Johnson vaccines have been given at American House on Baldwin, there have been some calls regarding reactions, out of the 5 only one felt it necessary to be transported to the hospital. 7 New Cardiac Monitor Life packs have been received, once they are set up they will replace some aging equipment. There is some concern regarding wear and tear on the vehicles, that is being addressed by Star.

With no further discussion the meeting was adjourned by 10:30 a.m

The April Meeting will be held on April 9, @ 9:30 a.m.

3/26/2021 13:39

## Domesic Violence Arrests

## Directed Patrol Unit

## Violent Crimes Statistics

[illegible]



**COUNTY OF OAKLAND**  
**OFFICE OF THE SHERIFF**  
**MICHAEL J. BOUCHARD**



**Oakland County Sheriff's Office Pontiac Substation Traffic Unit: Proposal**

The Oakland County Sheriff's Office recognizes that the needs of the citizens remain our number one priority and requires a constant evaluation of the quality of service we render on their behalf. The ability to provide effective traffic enforcement is one of the areas we feel will aid in our efforts. More people are killed and injured and the economic loss to society is greater from traffic crashes than that from crime, and police departments that are proactive in traffic enforcement have lower crime rates as well as lower traffic crash statistics, because traffic enforcement leads to the discovery of criminals and the recovery of drugs and weapons <sup>(1)</sup>. In citizen surveys conducted by police departments, their number one or two quality of life concerns was traffic <sup>(2)</sup>.

In 2003 in Nashville, TN, the Metropolitan Nashville Police Department implemented a traffic unit that included placing an emphasis on vehicle stops. This helped Nashville decrease the number of fatal traffic accidents, decrease injury accidents, increase the number of DUI arrests, and decrease overall crime. Between 2003 and 2009, fatal traffic accidents decreased by 15.6 percent; traffic fatalities have decreased by 15.9 percent; accidents that resulted in injuries have decreased 30.8 percent; and DUI arrests have increased 72.3 percent <sup>(3)</sup>.

In the City of Pontiac, between 2015 and 2019 the Oakland County Sheriff's Office Pontiac Substation road patrol has handled an average of 2,332 traffic crashes per year. As stated before, this places a burden on the available resources in policing the needs of the citizens. To address this enforcement concern, the Oakland County Sheriff's Office proposes the addition of a Pontiac Substation Traffic Unit.

The Oakland County Sheriff's Office Pontiac Substation Traffic Unit (The Unit) will be under the command of Captain Ewing and will be comprised of three full-time sworn Deputy IIs. The main goal of The Unit will be to help reduce the number of motor vehicle and pedestrian accidents and make the City of Pontiac streets, roads, and highways safer. This will primarily be accomplished by education and enforcement of the vehicle and traffic laws of the State of Michigan and the City of Pontiac.

**COUNTY OF OAKLAND**  
**OFFICE OF THE SHERIFF**  
**MICHAEL J. BOUCHARD**



The Unit will be responsible for handling all traffic-related complaints and traffic crashes in the City of Pontiac in a safe and efficient manner while providing the best possible service to the public. The following are the type of incidents in which The Unit will be responsible for but are not all inclusive:

- State and local motor vehicle code enforcement of moving vehicles
- Illegal parking on surface streets
- Abandoned vehicles
- Traffic crashes
- Other special details as needed

**Selective Enforcement**

The Unit will conduct selective enforcement in an effort to increase traffic safety in the City of Pontiac. Most selective enforcement will take place at locations identified as problem areas where drivers typically commit the most speeding violations. This is addressed by assigning an officer to monitor these areas and issue summonses for appropriate violations. With the ever-increasing requests for this type of enforcement, The Unit will evaluate these requests and address the problems by priority.

Traffic complaints will be addressed by the use of RADAR as well as the enforcement of the vehicle and traffic laws of the State of Michigan and the City of Pontiac. Other general areas of concentration will be school zones, residential streets, construction zones, and other areas identified by citizens as problem areas.

**Abandoned Vehicles**

The Unit will be tasked with removing vehicles that have been abandoned within the City of Pontiac. Abandoned vehicles are used in the commission of a number of crimes making them evidence in numerous cases. The Unit will also be tasked with collaborating with City of Pontiac DPW personnel during inclement weather events such as snow emergencies to assist in the clearing of roadways through the removal of vehicles from emergency routes.

COUNTY OF OAKLAND

# OFFICE OF THE SHERIFF

MICHAEL J. BOUCHARD



While recognizing the fiscal responsibilities of the City of Pontiac Executive Office and City Council in controlling costs, there is no better example of wise spending than that of the 2020 addition of our Directed Patrol Units (DPU). The main purpose of this unit has been to target drug activity, illegal guns and felony crimes. In the last twelve months, even under the restrictions of COVID, our DPU made 495 felony arrests while seizing 124 handguns and 12 long guns. This unit has also worked as another arm of the detective bureau during homicide investigations and often acts as our own Fugitive Apprehension Team.

The City of Pontiac has definitely realized a return on their wise investment in additional DPU personnel. There would also be a tangible benefit to the city with the addition of The Unit. There is a proven track record of the Sheriff's Pontiac Substation utilizing the additional resources that the City of Pontiac has provided to benefit our citizens, and that will certainly continue going forward.

## Costs

The 2021 cost for three (3) additional **Deputy IIs (no-fill)** is **\$422,598**. The budgetary cost for staffing The Unit will be offset by the anticipated increase in citation and court fees allocated to the City of Pontiac. The addition of The Unit will free road patrol personnel from traffic crashes and other traffic-related calls, and will allow them to dedicate increased time to assigned patrols; namely concentrated neighborhood visibility/availability.

Further information is available upon request.

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## References

(1), (2) International Association of Chiefs of Police Highway Safety Committee Traffic Safety Strategies for Law Enforcement (2003, November). A Planning Guide for Law Enforcement Executives, Administrators and Managers. Retrieved from <https://www.theiacp.org/sites/default/files/all/t/TrafficSafetyStrategiesCompleteReport.pdf>

(3) Wyatt, J., & Alexander, M. (2010, June). Integrating Crime and Traffic Crash Data in Nashville. *Geography and Public Safety*, 2(3), 9–11. <https://doi-org.ezproxy.snhu.edu/10.1037/e506742011-006>



# WATERFORD REGIONAL FIRE DEPARTMENT

2495 Crescent Lake Road • Waterford, MI 48329

Phone: 248.673.0405 • Fax: 248.674.4095

[www.waterfordmi.gov](http://www.waterfordmi.gov)

Matthew J. Covey, Fire Chief • Carl J. Wallace, Deputy Fire Chief • John R. Phebus, Fire Marshal

## MONTHLY FIRE DEPARTMENT REPORT

For the City of Pontiac

February 2021

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Total Pontiac Fire Station calls - month: **287** Average Response Time: **5.38** min. per call

Total calls for Pontiac Stations - YTD: **646**

Calls by type: Fires: **19** EMS: **198** False Alarms: **23** Other: **47** service type calls, etc...

Pontiac YTD, Fires: **29** 4.49 % EMS: **403** 62.38% False Alarms: **52** 8.05% Other: **162**

<u>Month Count</u>	<u>Response Times</u>	<u>YTD average</u>
FS-6: Fires – 01	3:42	4:40
EMS –22	4:56	4:48
FS-7: Fires –08	4:00	3:59
EMS –86	5:27	5:19
FS-8: Fires –04	6:08	3:59
EMS –49	5:46	5:19
FS-9: Fires –06	5:50	5:27
EMS –31	5:45	5:19

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Fire Injuries to personnel: 0

Fire Injuries to civilian: 1

### Notable Events:

- Truck 8-75 ft. ladder, pumper, multi-functional apparatus was put in service at Station 8 which we feel will be a good fit for the City.
- The Training division's "Officer Development program" is underway in addition to our normal fundamental firefighting and EMS training.
- Crews had a notable fire in the Pontiac District caused by careless cooking in a multifamily dwelling resulting in the rescue and treatment of a civilian. the victim was transferred to Hurley Hospital, Flint after being initially treated and taken to MOH. Contact with the nursing staff at Hurley's burn floor the victim was in good condition the following day.

<b>DISPATCH</b>	<b>21-Jan</b>	<b>21-Feb</b>
Abdominal Pain	29	24
airmedical transport		
ALLergies	3	4
ALTERED MENTAL STATUS	7	4
Animal bites	1	
Assault	27	26
Invalid assist	2	4
Pedestrian struck by Auto		
Back Pain	102	12
Breathing Problems		77
Boating Accident		
Burns		
Cardiac Arrest	15	17
Chest pain	71	50
Choking	2	6
CO poisoning	1	
Seizures	44	40
Diabetic Issues	25	18
Drowning		
Electrocution		
Eye issues		2
Fainting		
Fall Victim	57	54
Fever		
Fire		
Headache	1	5
Heart Problems	15	13
Heat/Cold Exposures	3	2
Hemorrhage from Laceration	16	13
Industrial Accident		1
Medical alarms	5	9
MCI		
Ingested Poison		
Non Emergent requests		
Overdose	29	34
Pregnancy/Childbirth	9	4
Psychiatric Problems	37	33
Respiratory Arrest		
"Sick" Person	165	117
Standby		
stab/Gunshot Wound	5	5
Stroke/CVA	20	16
Traffic Accidents	21	33
Palliative care	29	28
Traumatic Injury	11	19+
Unconscious/unknown cause	29	34

UNKNOWN	9	12
"Person DOWN"	16	5
Sexual Assault		
Well Person Ck	2	2
total	808	704

	21-Jan	21-Feb
48340	5.1	4.9
48341	4.8	4.8
48342	4.9	4.9
Monthly	4.9	4.86
48340		
48341		
48342		
Monthly		

**#4**

**SPECIAL  
PRESENTATION**





Office of the City Clerk  
Garland S. Doyle  
Interim City Clerk  
(248) 758-3200

<http://pontiaccityclerk.com/medical-marihuana>

March 2021

## Medical Marihuana Application Review Status Update

A Process that follows the ordinance as approved by the voters that is fair, transparent and has integrity.

### **Cesar Chavez District Provisioning Center Applications Rankings were announced on March 2, 2021**

- |                                 |                                       |
|---------------------------------|---------------------------------------|
| 1. Rize Cannabis                | 10. Pure Life Solutions II LLC        |
| 2. West Fort Holdings LLC       | 11. Misty Mee LLC                     |
| 3. Greenhouse Farms Pontiac LLC | 12. Southeast Provisioning Center LLC |
| 4. Caesar's Garden              | 13. Top Hill Compassion Center LLC    |
| 5. The Cured Leaf TC Inc        | 14. OP Holdings II LLC                |
| 6. Yellow Tail Ventures Inc     | 15. The Dixie Depot                   |
| 7. Larren Investments LLC       | 16. Prime 7 LLC                       |
| 8. PGSH Holdings LLC            | 17. Herb Wealth LLC                   |
| 9. U-Versity Medz               |                                       |

### **The following applicants appealed their rankings**

- 6. Yellow Tail Ventures INC
- 7. Larren Investments LLC
- 8. PGSH Holdings LLC
- 14. OP Holdings LLC
- 15. The Dixie Depot

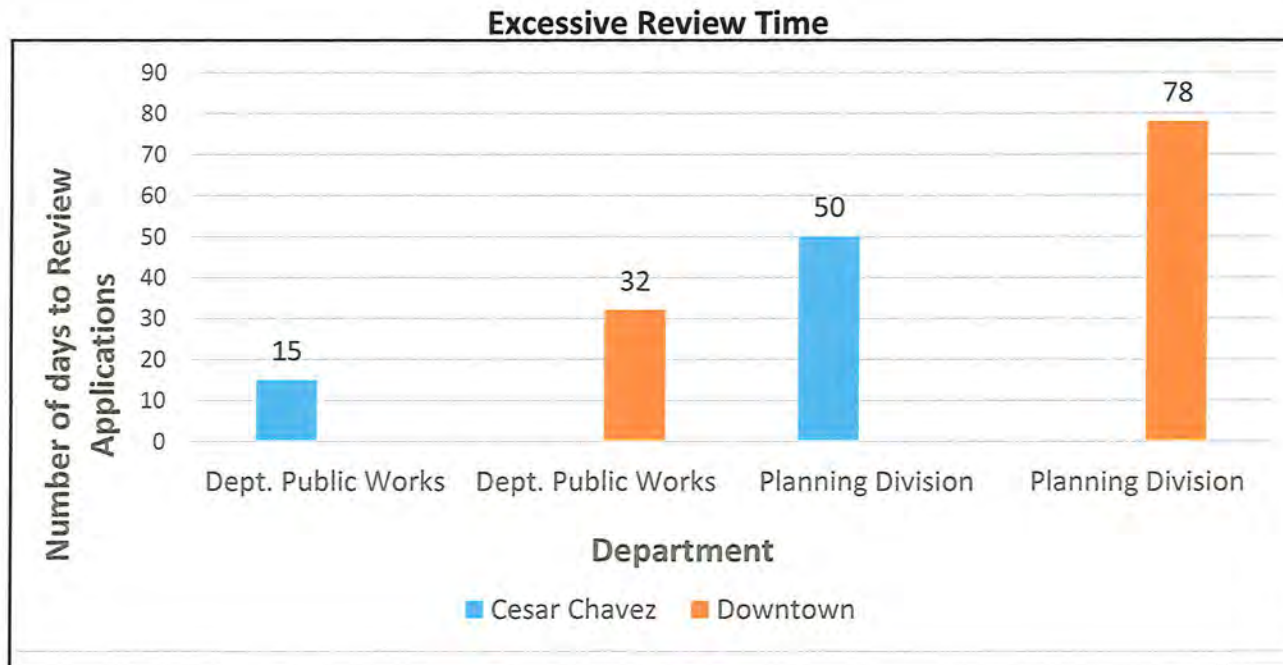
**These applicants will received notices about their hearing date with the hearing officer by March 30, 2021.**

**Since applicants 9-13 and 16-17 did not appeal their rankings within the required 14 day period, they will not be able to appeal to the Hearing Officer or subsequently to the Marihuana Commission.**

Application Status	Number of Applicants as of March 25, 2021	Review Phase
Grower	8	6 in Phase 5 2 in Phase 1
Processor	3	2 in Phase 5 1 in Phase 1
Secure Transporter	1	Application Denied
Safety Compliance	0	
Provisioning – Cesar Chavez	17	17 in Phase 5
Provisioning – Downtown	23	23 in Phase 3
Provisioning – Non Overlay	48	48 in Phase 2 and 3
Provisioning – Walton Blvd	15	Ready for Phase 2

Reviewer	Reviews Completed	Under Review	Ready for Review
Financial Advisor	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 7 Non Overlay		41 Non Overlay
Income Tax	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 12 Non Overlay	36 Non Overlay	
Treasury	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown	48 Non Overlay	
Code Enforcement	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 48 Non Overlay		
Planning	6 Grower, 2 Processor & 17 Cesar Chavez	23 Downtown	
City Clerk	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown		25 Non Overlay
DPW	6 Grower, 2 Processor & 17 Cesar Chavez	23 Downtown	
Security	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown	25 Non Overlay	

Compliance	Reviews Completed	Under Review	Ready for Review
Legal Advisor	6 Grower, 2 Processor & 17 Cesar Chavez		
Planning Advisor	6 Grower, 2 Processor & 16 Cesar Chavez		



- **DPW has taken 17 more days & counting to review Downtown Applications.**
  - **More than double the time it took them to review Cesar Chavez.**
  
- **Planning has taken 28 more days & counting to review Downtown Applications.**
  - **More than one and a half the time it took them to review Cesar Chavez.**



## Unresolved Issues

1. Professional Experts have not been paid. The review process has been suspended until Mayor Waterman allows the Finance Department to release payment to the professional experts.

Account Number	Description	Vendor	Invoice Date	Invoice Total	Finance Approved Date	Unpaid
101-255-816.007	Financial Advisor to City Clerk	Sherman J Taylor PC	12/4/20	\$13,500	12/10/20	90 days delinquent
101-255-816.011	Planning Advisor to City Clerk	Giffels Webster	1/27/21	\$16,200	2/12/21	30 days delinquent
101-255-818.012	Security Consultant	Global Alliance Protective Group	1/31/21	\$4,800	2/18/21	30 days delinquent
101-255-804.026	Legal Advisor to City Clerk	Kirk, Huth, Lange and Bandalamenti PLC	3/1/2021	\$13,450	3/11/2021	14 days delinquent

2. The Planning Commission has not made a recommendation to the City Council about the proposed zoning map amendment to allow grower and processor facilities to locate outside of the Walton Blvd and Cesar Chavez Overlay Districts. The text amendment was submitted in January 2020. It has been over a year and still no action by the Planning Commission.

The Clerk will not be able to issue any grower or processor licenses (permits) outside of the Walton Blvd. & Cesar Chavez Overlay Districts until Ordinance 2363 the zoning ordinance for Medical Marihuana is amended. Conditional rezoning addresses non-conforming zoning issues. Conditional rezoning does not address the licensing statute in the zoning ordinance. The Clerk is obligated to follow ordinances as they are written. The Clerk will continue to review applications not affected by this issue.

**The City Clerk has received an independent legal opinion that validates his decision that Ordinance 2363 Medical Marihuana Zoning Ordinance does not permit growers or processors to be located outside of the Cesar Chavez or Walton Blvd Overlay Districts.**

**City Clerk receives legal opinions from Nick Curcio, Esq.,  
The Curcio Law Firm regarding Medical Marihuana and the Planning Commission**

Topic	Questions	Opinion Summary
<p>Locational Requirements for Marijuana Growers and Processors</p>	<p>Whether, and in what circumstances, the zoning ordinance allows parcels outside the Medical Marihuana Overlay Districts (MMODs) to be approved for marijuana-related uses?</p> <p>Can the Planning Commission grant a special exemption permit for a marijuana grower processor location outside of the Cesar Chavez or Walton Blvd Overlay Districts?</p> <p>Can a conditional rezoning agreement authorize the Planning Commission to do so, without rezoning the property in question to be part of an MMOD?</p>	<p>The zoning ordinance expressly allows other types of Medical Marihuana facilities to be located outside of the MMODs subject to a special exception permit, it makes no such allowance for grower and processors uses. Accordingly, the city cannot reasonably interpret the zoning ordinance to provide such an allowance, nor can it create such an allowance through contract with a private party.</p> <p>Rather, the only scenarios in which a parcel that is currently outside of an MMOD could be lawfully approved for grower or processor uses would be if: (1) the parcel is rezoned to be within an MMOD; or (2) the City amends the zoning ordinance to allow medical marijuana growers and processors in other locations, either as permitted uses or special exemption uses.</p> <p><b>See Attorney Memorandum regarding Locational Requirements for Marijuana Grower and Processors for entire legal opinion on <a href="http://pontiaccityclerk.com/medical-marihuana">http://pontiaccityclerk.com/medical-marihuana</a></b></p>



Topic	Questions	Opinion Summary
Planning Commission's failure to act on City Council Referral	Does the Planning Commission have a duty to review a proposed ordinance amendment referred to it by the City Council and make an up-or-down recommendation to the City Council?	<p>Pursuant to the Michigan Zoning Enabling Act, the legislative body (here, the City Council) "may refer any proposed amendments to the [planning] commission for consideration and comment within a time specified by the legislative body." Although the statute does not expressly state that a legislative body's referral obligates the planning commission to make a recommendation on the proposal, that obligation is necessarily implied from the text and structure of the statute. For one, if a planning commission could simply ignore referrals, the language in the statute that authorizes the legislative body to make referrals and set deadlines for the planning commission's consideration would be effectively meaningless. That would be contrary to a principal rule of statutory interpretation that requires all words in a statute to be given operative meaning to the extent possible. Further, other provisions in the statute require that a planning commission hold at least one public hearing on a proposed zoning ordinance and make a recommendation to the legislative body before the legislative body can consider its adoption. In light of these requirements, if a planning commission could simply refuse to take action on a referral, it would effectively have the power to veto proposals put forward but the municipality's elected officials. Given that planning commissions are appointed advisory bodies rather than elected lawmaking bodies, the statute could not possibly contemplate such extraordinary power.</p> <p>See Attorney Memorandum regarding Planning Commission's Failure to Act on City Council Referral for entire legal opinion on <a href="http://pontiaccityclerk.com/medical-marihuana">http://pontiaccityclerk.com/medical-marihuana</a></p>

Topic	Questions	Opinion Summary
Planning Commission Holdovers	Are Planning Commissioners legally permitted to continue serving after their reappointments were rejected by City Council?	Michigan Planning Enabling Act states that a Planning Commissioner “shall hold office until his or her successor is appointed.” In light of this provision, the Planning Commissioner’s seat is not automatically vacated at the expiration of the appointed term. Rather, the incumbent Planning Commissioner becomes a “holdover” or “de facto” officer until a successor is appointed, and any actions that he or she takes during the holdover term have the same force and effect as the actions of other Planning Commissioners. In other words, the decision of a Planning Commission cannot be challenged on the grounds that a member of the Planning Commission was holding over in office after the expiration of his or her appointed term.
	If so, whether there is any limitation on their ability to do so?	The incumbent Planning Commissioner’s ability to holdover in office is subject to a practical limitation: the Mayor’s duty to nominate new candidates for the position. As noted above, the Planning Enabling Act provides for the appointment of Planning Commissioners by the Mayor with the consent of the City Council. The Michigan Attorney General has opined that when a statute vests the power of appointment in a particular officer, “the duty to provide for an election or to make an appointment within a reasonable amount of time is necessarily implied.” While there is no precise formula for determining what amount of delay is “reasonable,” a delay of seven months in making an appointment has previously been deemed “unreasonable”. Accordingly, it appears that the Mayor is likely in

		<p>breach of her duty to nominate new candidates for the Planning Commission within a reasonable time. A party harmed by that breach of duty – such as the City Council or an applicant for a seat on the Planning Commission – could potentially bring a lawsuit for mandamus seeking to compel the Mayor to nominate new candidates. The Mayor may also be subject to censure or other sanctions, particularly if there is evidence to suggest that she is refusing to nominate new candidates as an end-run around the City Council's advice-and-consent power.</p> <p><b>See Attorney Memorandum regarding Planning Commission Holdovers for entire legal opinion on <a href="http://pontiaccityclerk.com/medical-marihuana">http://pontiaccityclerk.com/medical-marihuana</a></b></p>
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## Phases

## Type of Review

## What happens during the review phase?

### Review Phase 1

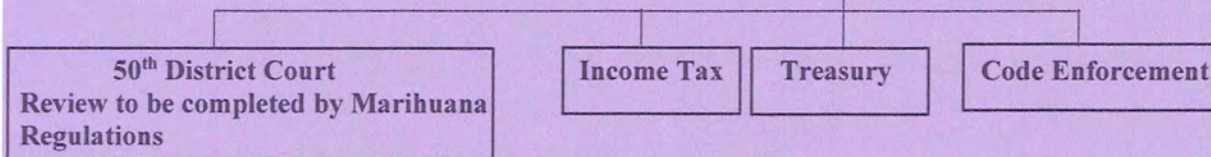
### Content Review

Clerk staff will review application to make sure all information and exhibits have been submitted

### Review Phase 2

### Default Review

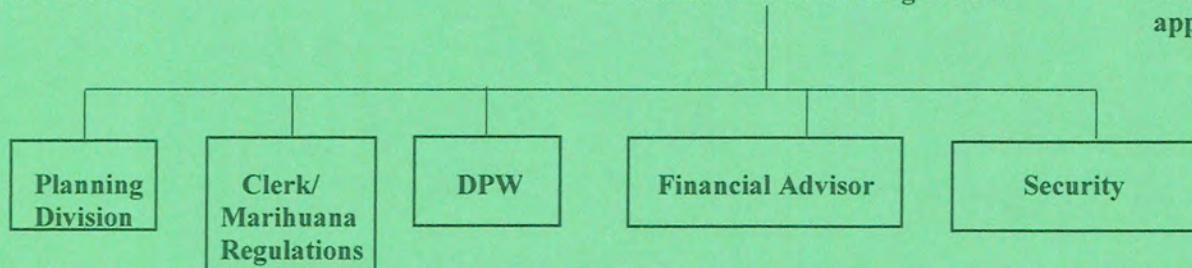
Staff from each department/division checks the applicant name and stakeholders to ensure they are not in default with the city



### Review Phase 3

### Evaluation and/or Scoring Review

Evaluates and/or scores the relevant section of application

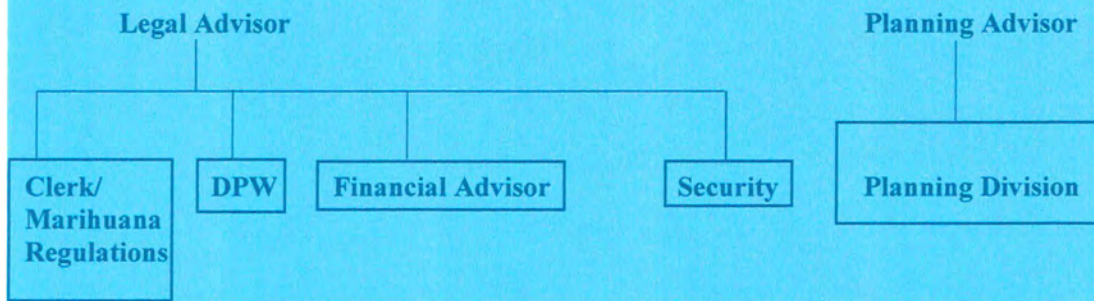


### Review Phase 4

### Compliance Review

Ensures that standards have been consistently applied by reviews





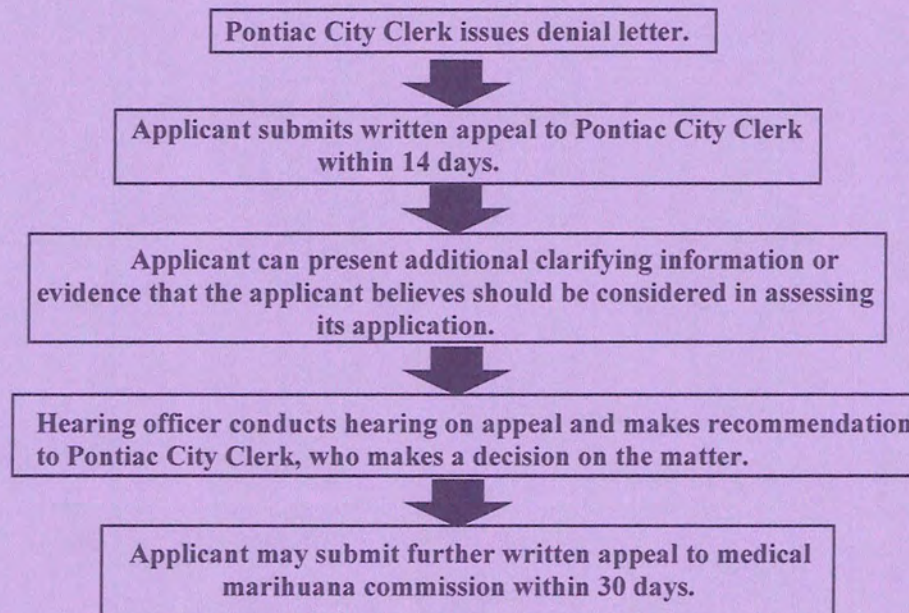
Review Phase 5

Conditional Approval, Notice of Deficiencies or

Application Denial

If applicant receives  
conditional approval, they  
advance to Phase 6

### PROCESS FOR APPEAL



**Review Phase 6**

**Site Plan Approval and/if necessary Special  
Exemption Approval**

**Review Phase 7**

**Certificate of Compliance/Occupancy from  
Building and Fire**

**Review Phase 8**

**Clerk issues a permit provided you have been  
issued your pre-qualification from the State of  
Michigan**

**#5**

**SPECIAL  
PRESENTATION**





# Covid-19 Assistance Program Rent, Mortgage and Utility Grant Program

March 2021

## Oakland County Covid – 19 Relief Program

- Oakland County's Neighborhood Services and Housing Development (NSHD) launched the Rent, Mortgage, Utility Relief Grant on July 1, 2020.
- The program is to assist citizens affected by Covid-19 and provide financial support to cover housing and utility payments.
- There were two phases to the program; July 1<sup>st</sup> – August 31<sup>st</sup> and October 1<sup>st</sup> – December 30<sup>th</sup> 2020.
- As a HUD – CDBG program, NSHD has two years to appropriate the funds.
- The City of Pontiac is focused and committed to Pontiac residents receiving funding from this \$2M grant.

# City Council Approved Resolution

## Resolution of the Pontiac City Council



20-200 COVID Amended Resolution to authorize the Mayor's Office to apply for the use of grant funds awarded to the City of Pontiac from the CARES Act - Community Development Block Grant-CV to fund eligible projects. The total grant to the City of Pontiac is \$906,268.00. Moved by Councilperson Pietila and second by Councilperson Miller.

Whereas, in December 2019, a new coronavirus known as SARS-CoV-2 was detected causing outbreaks of the coronavirus disease COVID-19 that has now spread globally; and  
Whereas, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES), Public Law 116-136 was signed by the President of the United States; and  
Whereas, per the CARES Act Oakland County Community & Home Improvement consulted with the Oakland County Health Department to develop an Urban County level response to the COVID-19 pandemic (coronavirus); and  
Whereas, the City of Pontiac CDBG-CV amount of \$906,268 as report by HUD, is based upon the City's Joint Agreement with Oakland County; and  
Whereas, as an Urban County subrecipient the City of Pontiac will apply for \$906,268 in CDBG-CV funds. The Program Year 2019 Oakland County Annual Action Plan will be amended per CARES Act requirements.  
Now, Therefore, the City of Pontiac authorizes the Mayor's Office to apply for the use of grant funds awarded to the City of Pontiac from the CARES Act - Community Development Block Grant-CV to fund eligible projects. The total grant to the City of Pontiac is \$906,268.00 and shall be allocated to the Oakland County Consortium for Rent/Mortgage and Utility Assistance. The \$906,268.00 shall be earmarked for Pontiac residents. The City shall mail to all Pontiac households explaining all COVID assistance programs available to Pontiac residents. The mailer must be approved by City Council prior to being mailed. The City Council shall appoint a representative to the COVID Advisory Committee to oversee the use of the grant funds. The Council shall receive monthly reports of the use of how COVID grant dollars were allocated.

Ayes: Srnanski, Taylor-Burks, Waterman, Williams, Miller and Pietila  
No: Carter  
Resolution Passed.

I, Garland S. Doyle, Interim City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on May 18, 2020.

  
GARLAND S. DOYLE, Interim City Clerk

March 25, 2021





## What Have Pontiac Residents Received?

From a Report generated from Oakland County on March 11<sup>th</sup> 2021:

- Number of Pontiac Applications: 510
- Number of Pontiac Applications Approved: 193
- Number of Applications Denied: 181
- Number of Applications Pending: 326
- Amount of Payments to Pontiac Residents: \$703,490.10
- Average Grant Award to Pontiac Residents: \$3,645.02



## Application Process

- The grant program was promoted on the COP website and social media.
- A flyer was created and distributed around the City.
- Staff were assigned to assist residents in completing the application.
- The COP staff tracked applications and generated weekly reports.
- COP staff engaged with Oakland County Staff to review data (applications, denials, approvals, pending, support documentation and balance of funding).

## Usage of Balance of Funds

- It is anticipated all funds will be exhausted
- Currently 326 pending applications could exhaust the balance of funds
- Based upon applications in the que, a balance of funds is not expected.
- The program funds are available for two years from inception, until June 2022



**Oakland County Community  
& Home Improvement  
COVID-19 Rent, Mortgage &  
Utility Relief Program**

**City of Pontiac Help Desk - 248-758-3050**  
**Contact Gladys Smith or Deborah Findley**



**Mayor Waterman cares about the residents of Pontiac**  
Here to assist with completing the application, make copies and answer questions. Please follow the guidelines below and schedule an application review

**Application:**

- July 1, 2020 to August 31, 2020 (1<sup>st</sup> come first served) until funds are exhausted
- Must be complete and signed. (online signature not accepted)
- Drop off - Oakland County Community & Home Improvement, 250 Elizabeth Lake Rd, Suite 1900
- A reference number will be assigned by OCCHM for follow up
- All mail-in applications will be given a reference number. (complete or incomplete)
- If you go to OCCHM and the application is not complete, you will be asked to complete it

**Household Information:**

- Name, relationship and date of birth is required for everyone 18 years and older

**Rent/Mortgage/Utility Payments:**

- Check all that apply, provide account number and amount due for each
- Provide a separate copy of each month's delinquent account, one statement of the total is not acceptable
- Provide the name, address, phone number and e-mail of each (mortgage company, landlord, association dues, lot rent, etc.

**Family Characteristics:**

- Check all that apply
- This is a HUD program, statics are needed to assist in determining the need

**Hardships:**

- Give a brief but good explanation of why you are delinquent on your accounts must be COVID -19 related

**Third-Party Authorization and Waiver of Confidentiality:**

- Must be completed and signed to give approval to obtain information from landlords
- Not needed for DTE nor Consumers
- Complete as many as needed, i.e. one for landlord, mortgage co, lot owner, etc

**Missing information may cause delays and or denial, allow us to assist you. Call, make an appointment!**





# **AMERICAN RESCUE PLAN ACT OF 2021**

# What is the American Rescue Plan?

The American Rescue Plan Act of 2021 is a \$1.9 trillion coronavirus rescue package designed to facilitate the United States recovery from the devastating economic and health effects of the COVID-19 pandemic.

The package includes direct stimulus payments of \$1,400, extending unemployment compensation, continuing eviction and foreclosure moratoriums, and increasing the child tax credit while making it fully refundable. It also provides money for schools from kindergarten through eighth grade to safely reopen amidst the pandemic, and subsidizes Covid-19 testing and vaccination programs. Most importantly, the Act provides \$362 billion in funds for state and local governments to help compensate for lost tax revenues and increased expenses due to the COVID-19 pandemic.



## The Money For Cities, Town and Villages

- Cities, Town and Villages will split \$65.1 billion
- **Entitlement Cities**-generally those with populations of greater than 50,000-will have funds distributed using the current Community Development Block Grant (CDBG) funding formula. Entitlement Cities receive **\$45.53 billion**.
- Non-Entitlement Cities (which includes the City of Pontiac)-distributed by the state on the basis of population. Non-Entitlement Cities receive **\$19.57 billion**



**The Funds will be distributed in two tranches:**

**The first tranche will go out 60 days from the signing of the law**

**The second tranche will go out one year later after the first tranche**



# How Cities Get Their Money?

- Entitlement Cities will receive a direct allocation from the Treasury Department within 60 days of signing
- Non-Entitlement Cities (including City of Pontiac) will receive a pass through from the state within 30 days





## Aid Distribution Amounts and Formulas

Level of Government	Amount	Distribution Formula
State Governments	\$195.3 billion	Share of National Unemployment with CARES Act Minimum Payment
Local Governments	\$130.2 billion	Population and CDBG Criteria
Territories	\$4.5 billion	Base Allocation plus Population
Tribal Governments	\$20.0 billion	Treasury Determination

## Why was Pontiac Not Treated as a Entitlement City in the American Recue Plan Allocation?

While confirmation has not yet been received as to why the City was excluded from the “entitlement city” allocation it appears to be due to the fact that the City’s CDBG funds are administered by Oakland County. Entitlement Cities have projected funding based on CBDG criteria; Pontiac’s funding projection is based on population.

Projected Funding Levels (\$ in millions):

- **Pontiac**                      **\$ 5.8**
- Royal Oak                      \$29.7
- Taylor                          \$11.9
- Dearborn Heights    \$25.9



# CARES Act Funding

This was the first of the COVID relief bills and was passed by Congress in March 2020. For the current fiscal year, the City of Pontiac has received \$3.852 million in COVID related grants and reimbursements.

Public Safety Reimbursement - Police (Oakland County)	\$629,000
Public Safety Reimbursement - Fire (Waterford)	\$327,000
Senior Services	\$56,000
Coronavirus Relief Local Government Grant (Oakland County)	\$1,533,000
Coronavirus Relief Local Government Grant	<u>\$1,307,000</u>
Total	\$3,852,000

# Non-Entitlements Cities Restrictions

- Non-Entitlement Cities may not receive more than 75% of the city's most recent budget
- Money may not be used for pension funds
- Money remains available until December 31, 2024





**All recipients of money will have to provide periodic reports to the Treasury**

# **Reporting**

**#6**

**SPECIAL  
PRESENTATION**



**MDOT Funded and Let Projects**

<b>Location</b>	<b>Description</b>	<b>Estimate</b>	<b>Funding</b>
Orchard Lake	Signal Modernization	\$ 1,220,764.60	MDOT 97%
Walton	Concrete Rehab	\$ 2,600,000.00	MDOT 80%
Critical Bridges	University Dr and Kennett Rd	\$ 400,000.00	MDOT 95%

**City Let Projects**

<b>Location</b>	<b>Description</b>	<b>Estimate</b>	<b>Funding</b>
Mill	Concrete Reconstruction	\$ 1,000,000.00	Oakland County Partial
Vanguard	Concrete Reconstruction	\$ 500,000.00	City Act 51
W Columbia	Asphalt Overlay	\$ 500,000.00	City Act 51
Local Streets (Cherry Hill, Starlight, Fairmount, Bynan, Gambrell, Grandville)	Asphalt Rehab/Reconstruction	\$ 1,500,000.00	City Act 51
CDBG Sidewalks	Sidewalk Replacement	\$ 356,000.00	CDBG
CDBG Senior Centers	Parking Lots Reconstruction	\$ 265,000.00	CDBG
Downtown Sidewalks	Sidewalk Replacement	\$ 200,000.00	FDCVT Reimbursement
Phoenix Center	Tunnel Lighting	\$ 163,020.00	FDCVT Reimbursement
City Hall	Treasury Office Renovation	\$ 125,000.00	City Capital Improvements
Major Streets (TBD)	Asphalt Rehab	\$ 2,000,000.00	City Act 51
CRT Maintenance	Rehab of CRT through Pontiac	\$ 600,000.00	Wilson Foundation
Collier Road Landfill	Rehab of drainage channels	\$ 200,000.00	City Landfill

**#7**

# **RESOLUTION**





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable City Council President Kermit Williams, and City Council Members

**FROM:** Honorable Mayor Deirdre Waterman

**CC:** Linnette Phillips, Economic Development Director  
Michael J. Wilson, Building and Safety

**DATE:** March 18, 2021

**RE:** **Resolution to Approve Waiver of Rental Inspection Fees for Tenant Non-Payment or Stay of Eviction for Qualified Landlords**

---

To provide a one-time waiver of rental inspection fees by the City of Pontiac, for landlords who have been impacted by tenants unable to pay rent due to the impacts of the COVID 19 Novel Coronavirus. As such, the following resolution is recommended for your consideration:

*WHEREAS, the City of Pontiac in the midst of the Pandemic is offering relief for Qualifying Pontiac Landlords, and;*

*WHEREAS, the City of Pontiac would waive one time the rental inspection fee for Qualifying Landlords, and;*

*WHEREAS, the Mayor is proposing along with City Council to pass along this relief gesture to qualifying landlords until June 30, 2021,*

*NOW THEREFORE be resolved that the City Council in solidarity with the Mayor hereby authorizes the waiver of fees for qualifying landlords until June 30, 2021.*



CITY OF PONTIAC  
OFFICIAL MEMORANDUM  
*Executive Branch*

**TO:** Honorable City Council President Williams and City Council Members

**FROM:** Michael J. Wilson, Building Official

**THROUGH:** Mayor Deirdre Waterman

**DATE:** March 17, 2021

**RE:** Waiver of Rental Inspection Fee for Qualified Landlords

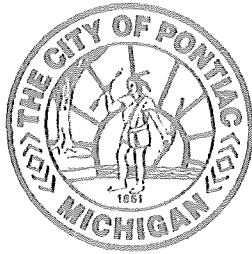
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On January 19, 2021 City Council unanimously approved Resolution 20-606 Authorizing the waiver of rental inspection fees for eligible landlords.

The option is available through June 30, 2021. To commence the program, an application has been created and a process to review and establish which applicants meet eligibility requirements for waiver of fees. We are working in cooperation with both Oakland County and 50<sup>th</sup> District Court to verify eligibility.

This program is for all landlords who have retained tenants who are behind in rent. Eligible landlords must meet at least one of the following conditions:

- a) Have applied for and received federal CARES Act mortgage assistance through Oakland County as a result of tenants not paying rent;
- b) Have not evicted renters who are behind in rent as a result of a stay of eviction order from Oakland County Circuit Court;
- c) Have received federal assistance to cover a portion of rent for their tenants in the form of Housing choice vouchers, Section 8 project based rental assistance, LIHTC program or;
- d) Have a federally backed mortgage or multifamily mortgage loan and have not evicted tenants for non-payment of rent since April 1, 2020.



DR. DEIRDRE WATERMAN  
MAYOR  
CITY OF PONTIAC

March 18, 2021

Re: Waiver of Rental Inspection Fees

Pontiac Landlords

The City of Pontiac will provide a one-time waiver of rental inspection fees for eligible landlords who have been impacted by tenants, unable to pay rent due to the COVID-19 Coronavirus.

This program is for all landlords who have retained tenants who are behind in rent. Eligible landlords must meet at least one of the following conditions:

- have applied for and received federal CARES Act mortgage assistance through Oakland County as a result of tenants not paying rent;
- have not evicted renters who are behind in rent as a result of a stay of eviction order from Oakland County Circuit Court;
- have received federal assistance to cover a portion of rent for their tenants in the form of Housing Choice Vouchers, Section 8 project based rental assistance, Low-Income Housing Tax Credit, LIHTC, program or
- have a federally backed mortgage or multifamily mortgage loan and have not evicted tenants for non-payment of rent since April 1, 2020.

Landlords who have expiring rental certificates of compliance and are otherwise in good standing, and who have already completed the required CARES Act process with Oakland County, and who may be receiving payment assistance can request to have rental inspection fees waived through June 30<sup>th</sup>.

Landlords applying for the waiver of Pontiac rental inspection fees must have made application for reimbursement of non-payment by a tenant to Oakland County and/or have a stay of eviction issued by the Circuit Court.

Included with this letter is an application for your use. Please return the application to the Department of Building and Safety, 47450 Woodward Avenue, Pontiac, MI 48342 or email to [inspections@pontiac.mi.us](mailto:inspections@pontiac.mi.us) if you believe you qualify. Please contact Meloney Bishop at 248-758-2840 regarding any questions.

Respectfully,

Deirdre Waterman,  
Mayor

Michael J. Wilson,  
Building Official

Enclosure: Rental Waiver Application

47450 Woodward Avenue • Pontiac, Michigan 48342  
Direct: (248) 758-3181 • Appointments: (248) 758-3326 • Fax: (248) 758-3292  
E-mail: [DWaterman@pontiac.mi.us](mailto:DWaterman@pontiac.mi.us) • [www.pontiac.mi.us](http://www.pontiac.mi.us)  
<https://www.facebook.com/pontiacmayor/>



CITY OF PONTIAC  
DEPARTMENT OF BUILDING AND SAFETY  
47450 WOODWARD AVENUE  
PONTIAC, MICHIGAN 48342  
PH.: 248-758-2800 / FAX: 248-758-2827  
[inspections@pontiac.mi.us](mailto:inspections@pontiac.mi.us)

## RENTAL INSPECTION WAIVER APPLICATION

The Building & Safety Department will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, handicap, or political beliefs.

<b>I. RENTAL INFORMATION</b>			
<b>Registration Number:</b>		<b>Parcel Number:</b>	
<b>RENTAL ADDRESS:</b>		STATE MI	COUNTY OAKLAND
<b>OWNER/MANAGER INFORMATION</b>		<b>TENANT INFORMATION</b>	
Last Name	First Name	Last Name	First Name
Home Address		Home Number:	
City/State/Zip		Cell Number	
Cell Number:		Email Address:	
Home Number:	Fax Number:		
Email Address:			
Do you have additional rental properties in the City of Pontiac? _____ Yes _____ No			
<b>OFFICIAL USE ONLY</b>			
Date Received:		Approved:	
Verified:		Denied:	
Signature:		Decision Date:	

Rev: 02/23/21 mjlw

**#8**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable City Council President and City Council Members

**FROM:** Mayor Deirdre Waterman

**DATE:** March 25, 2021

**RE:** Electronic Meetings Policy

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Attached to this memorandum is a proposed Electronic Meetings Policy for the City of Pontiac.

### CITY OF PONTIAC

### ELECTRONIC MEETING POLICY

#### I. BACKGROUND

The Michigan Open Meetings Act, MCL 15.261 et seq. was recently amended to permit the remote attendance by members of a public body using telephonic or video conferencing means in certain circumstances. This Policy is being adopted to establish the procedures for such electronic meetings that may be held by the Pontiac City Council ("Council").

#### II. MEETINGS

##### A. Electronic Meetings Held From April 1, 2021 through December 31, 2021

Beginning April 1, 2021 through December 31, 2021, Council meetings may be held in whole or in part by electronic means using telephonic conferencing or video conferencing technology due to:

- (1) circumstances requiring accommodation of any Council Member absent because of military duty, a medical condition, or
- (2) when a declared statewide or local state of emergency or state of disaster exists and the personal health or safety of members of the public or public body would be at risk if the meeting were held in person.

As used in this Policy, the term "medical condition" means an illness, injury, disability, or other health-related condition, including the quarantine or isolation of a Council Member to minimize the spread of a contagious disease. The Council Member is responsible for making the decision of a medical condition and for privacy purposes is not required to disclose the specifics of the condition.

##### B. Remote only for Military Duty Beginning January 1, 2022

Beginning January 1, 2022 members of the Council may participate by electronic means in Council meetings only to accommodate their absence due to military duty.

### **III. REMOTE MEETINGS**

An electronically-held meeting of the Council will be conducted in a manner that permits two-way communication so that members of the Council can hear and be heard by one another and can be heard by members of the public, and also so that public participants can hear members of the Council and be heard by both the Council and other public participants during the public comment period. Council may also use technology to facilitate typed public comments submitted by members of the public participating in the electronically held meeting that may be read to or shared with members of the Council and other participants.

In a properly assembled hybrid electronic meeting, members of the Council and members of the public participating electronically in a meeting that occurs in a physical place are considered present and in attendance at the meeting for all purposes. For a meeting at which Council Members are physically absent due to military duty or a medical condition and who are being accommodated by remote participation, all other Council Members must be physically present at the meeting to be able to participate.

In addition to any other notice required by the Open Meetings Act, advance notice of an electronically held meeting shall be posted on a portion of City of Pontiac website that is fully accessible to the public. The public notice must be included on either the home page or a separate webpage dedicated to public notices for non-regularly scheduled or electronically-held public meetings that is accessible through a prominent and conspicuous link on the City's website home page that clearly describes its purpose for public notification of non-regularly scheduled or electronically-held public meetings. Any scheduled meeting of the Council may be held as an electronic meeting as permitted by the Open Meetings Act if a notice consistent with this Policy is posted at least 18 hours before the meeting begins. Any notice of the meeting of the Council held electronically must clearly contain all of the following:

- Why the Council is meeting electronically.
- How members of the public may participate in the meeting electronically (if a telephone number, internet address or both are required to participate, that information must be provided in the notice).
- How members of the public may contact members of the Council to provide input or ask questions on any business that will come before the Council at the meeting.
- How persons with disabilities may participate in the meeting.

Members of the general public otherwise participating in an electronically-held meeting of the Council are excluded from participation in a closed session of the Council that is held electronically provided that the closed session is convened and held in compliance with the requirements of the Open Meetings Act applicable to closed sessions.

### **IV. REMOTE PARTICIPATION OF A COUNCIL MEMBER AT AN IN-PERSON MEETING**

A member of the Council who anticipates their absence from an in-person Council meeting due to the circumstances set forth in the Open Meetings Act and this Policy may request accommodation to permit their remote participation in and voting on Council business by two-way telephonic or video conferencing communication. A Council member who desires to attend a meeting by telephonic or video conferencing shall endeavor to inform

the Clerk, or designee, at least 24 hours before the meeting so as to permit any necessary technology to be put in place to accommodate participation of the absent member. Council members attending a meeting by telephonic or video conferencing may fully participate in the meeting, including voting and attendance in any closed session of the Council.

Any member of the Council attending a meeting remotely must publicly announce at the outset of the meeting (which shall be included in meeting minutes) that the member is in fact present at the meeting remotely. If the member is attending the meeting remotely for a purpose other than for military duty, the member's announcement must identify the member's physical location by stating the township, village, or county from which he or she is attending the meeting remotely.

At a meeting held under this Policy that accommodates the Council members absent due to military duty or a medical condition, only those members absent due to military duty or a medical condition may participate remotely. Any member who is not on military duty or does not have a medical condition must be physically present at the meeting to participate.

**RESOLUTION ON FOLLOWING PAGE**





**CITY OF PONTIAC CITY COUNCIL**

**RESOLUTION TO ADOPT AN ELECTRONIC MEETINGS POLICY.**

**WHEREAS**, the Michigan Open Meetings Act allows meetings of a public body to be held electronically in some circumstances through December 31, 2021; and

**WHEREAS**, the local State of Emergency for the City of Pontiac as declared by Mayor Waterman on March 13, 2020 as a result of the global pandemic; and

**WHEREAS**, this Council is aware of rising COVID cases and hospitalizations and therefore reaffirms the existence of a local State of Emergency; and

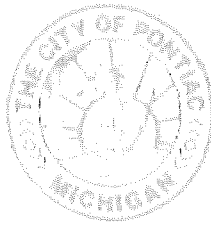
**WHEREAS**, the local State of Emergency is an allowable circumstance to convene electronic meetings pursuant to Section 3a of the Open Meetings Act; and

**WHEREAS**, electronic meetings allow for review and participation of the public in meetings of the Pontiac City Council while also allowing social distancing during the pandemic;

**NOW THEREFORE**, the Pontiac City Council hereby reaffirms the existence of a local State of Emergency and further resolves to hold all Council Meetings electronically until further notice, but not to exceed the existence of the local State of Emergency; and further adopts the attached policy for the purpose of any electronically-held meetings beginning April 1, 2021.

I hereby certify this Resolution was approved at a meeting of the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk



DR. DEIRDRE WATERMAN  
MAYOR  
CITY OF PONTIAC

**DECLARATION OF LOCAL "STATE OF EMERGENCY"**

To: David Coulter, County Executive, Oakland County  
To: Thomas Hardesty, Oakland County Homeland Security  
Division Manager, Emergency Management Coordinator

The City of Pontiac has been working with local, state, and federal officials, healthcare and emergency management experts, and various state agencies to prepare for and immediately respond to the potential spread of COVID-19, a communicable disease and public health threat.

The anticipated effects of COVID-19 constitute a public disaster and emergency, and may include widespread and severe damage, injury or loss of life to persons, and closure or loss of businesses and property. The City of Pontiac is currently suffering substantial and long-term effect to its businesses, schools, and residents, and that effect is anticipated to worsen.

Therefore, as Mayor of Pontiac, in accordance with Section 10 of 1976 PA 390, as amended, I hereby declare that a "state of emergency" exists within our jurisdiction as of March 13, 2020, and direct and ask that all resources are sought and applied to render appropriate assistance to prepare for this event, to alleviate any conditions resulting from the situation, and to implement recovery and mitigation operations and activities so as to return impacted areas to pre-event conditions, to the fullest extent possible. The response and recovery elements of our emergency operations plan have been activated.

Authorized by: Dr. Deirdre Waterman, Mayor

Signature: Deirdre Waterman

Submission date: March 13, 2020

**#9**

**RESOLUTION**



Charitable Gaming Division  
Box 30023, Lansing, MI 48909  
OVERNIGHT DELIVERY:  
101 E. Hillsdale, Lansing MI 48933  
(517) 335-5780  
www.michigan.gov/cg

**LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES**  
(Required by MCL 432.103(K)(ii))

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by \_\_\_\_\_ on \_\_\_\_\_  
DATE

at \_\_\_\_\_ a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from \_\_\_\_\_ of \_\_\_\_\_  
NAME OF ORGANIZATION CITY

county of \_\_\_\_\_, asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for \_\_\_\_\_  
APPROVAL/DISAPPROVAL

**APPROVAL**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**DISAPPROVAL**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

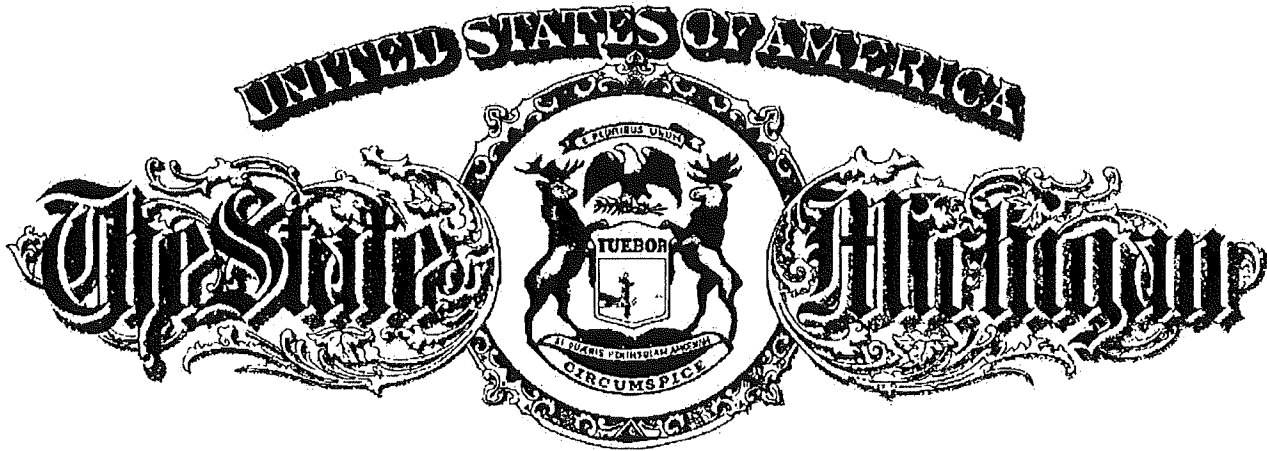
meeting held on \_\_\_\_\_  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.  
PENALTY: Possible denial of application.  
BSL-CG-1153(R6/09)



**Department of Licensing and Regulatory Affairs**  
Lansing, Michigan

*This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



Sent by Facsimile Transmission  
1435772

*In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 17th day of February, 2017*

*Julia Dale*

Julia Dale, Director  
Corporations, Securities & Commercial Licensing Bureau

BCS/CD-502 (Rev. 10/06)

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH  
BUREAU OF COMMERCIAL SERVICES**

Date Received

**(FOR BUREAU USE ONLY)**  
**ADJUSTED PURSUANT TO**  
**TELEPHONE AUTHORIZATION**  
*Elyse W. Gernack*

**FILED**  
**JUN 26 2009**

This document is effective on the date filed, unless  
a subsequent effective date within 90 days after  
received date is stated in the document.

Administrator  
BUREAU OF COMMERCIAL SERVICES

Trans Info: 1 15081966-1 06/24/09  
Chk#: 1831 Amt: \$20.00  
ID#: ELYSE GERNACK

Name

Elyse W. Gernack

Address

261 E. Maple Road

City

Birmingham

State

MI 48009

Zip Code

Document will be returned to the name and address you enter above.  
If left blank document will be mailed to the registered office.

EFFECTIVE DATE:

**70313K**

**ARTICLES OF INCORPORATION**

**For use by Domestic Nonprofit Corporations**

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

**ARTICLE I**

The name of the corporation is:

HUMBLE DESIGN, INC.

**ARTICLE II**

The purpose or purposes for which the corporation is organized are:

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

*Housing for Needy Families*

**ARTICLE III**

1. The corporation is organized upon a NONSTOCK basis.  
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is

\_\_\_\_\_ If the shares are, or are to be, divided into  
classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and  
limitations of the shares of each class are as follows:

*GA*

NONE

NONE

## PUBLIC DONATIONS

d. The corporation is organized on a DIRECTORSHIP basis.  
(Membership or Directorship)

ELYSE W. GERMACK

(Street Address)

(City).

Michigan 48009  
(ZIP Code)

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or P.O. Box) (City) (ZIP Code)

## Name

Residence or Business Address

ELYSE W. GERMACK

261 E. MAPLE ROAD BIRMINGHAM MI 48009

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE VI.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Statement of Purpose hereof. The property of this corporation is irrevocably dedicated to [your 501(c)(3) exempt purpose(s)] and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member thereof, or to the benefit of any private individual.

ARTICLE VII.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

ARTICLE VIII.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for charitable purposes.

ARTICLE IX.

The initial Directors of the corporation are: Ana G. Smith of Birmingham, Michigan and Treger Strasberg of Birmingham, Michigan, Christine Krempel of Birmingham, Michigan, and Lynn Sirich of Birmingham, Michigan.

I, (We), the incorporator(s) sign my (our) name(s) this 22<sup>nd</sup> day of June, 2009.

[Signature]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 14 2009

HUMBLE DESIGN INC  
C/O ELYSE WILLIAMS  
261 E MAPLE RD  
BIRMINGHAM, MI 48009

Employer Identification Number:  
27-0410088  
DLN:  
17053252339049  
Contact Person:  
JENNIFER NICOLIN ID# 95152  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
June 26, 2009  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Monarch Investments, LLC  
18 W. Huron Street Pontiac, Michigan 48342

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Ph. 248-338-2450 Fax. 248-332-1330 greg@monarch-investments.com

March 12, 2021

Vern Gustafsson  
Planning Manager  
City of Pontiac  
47450 Woodward Ave.  
Pontiac, MI 48342

RE: 180 N Saginaw

Dear Vern,

I purchased the building at 180 N Saginaw St., Pontiac, MI 48342 34 years ago, in 1986. I still own the building to this day.

The building houses Humble Design and they have been our tenants since January 2014. Humble Design serves 3 residents a week by supplying them essential goods for the home. Humble Design is an excellent tenant-not only for me but for the community as well.

We are keeping Humble Design as a tenant in our downtown location.

Any further information you would like, I will be glad to supply it to you.

Sincerely,

Jim Cunningham  
Owner and Management  
Monarch Investments, LLC  
18 W. Huron St., Ste. 1  
Pontiac, MI 48342

**#10**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable Mayor, Council President, and City Council Members

**FROM:** Abdul H Siddiqui, PE, City Engineer

**DATE:** March 23, 2021

**RE:** **MDOT W Walton Blvd Concrete Pavement Repair Construction Funding Agreement (Contract No. 21-5028)**

The Michigan Department of Transportation (MDOT) has prepared and delivered the attached funding agreement for construction of the W Walton Blvd Concrete Pavement Repair Project. The construction for this project is mostly funded through Federal Highway Infrastructure Program Urban funds and Federal Surface Transportation Funds totaling \$3,003,800. The total estimated cost of the project is \$3,669,900, with the City's portion of the project being \$666,100. This project is budgeted in fiscal year 2021/22.

The funding is provided based on competitive application. These projects go through an MDOT bid letting and are awarded and funded by MDOT. The City will be responsible for our match on the project as stated above.

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached MDOT funding agreement for construction of the W Walton Blvd Concrete Pavement Repair Project:

WHEREAS, The City of Pontiac has received the funding agreement from the Michigan Department of Transportation, and;

WHEREAS, The Department of Public Works, Engineering Division has reviewed the subject agreement, and;

WHEREAS, The project is budgeted in the 2021/22 Major Street budget,

NOW, THEREFORE,  
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to sign the MDOT funding agreement for construction of the W Walton Blvd Concrete Pavement Repair Project.

AHS

attachments

STP & HIPU

DA

Control Section	STU 63000
Job Number	206951CON
Project	21A0(280)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	21-5028

## PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PONTIAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Pontiac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 26, 2021, attached hereto and made a part hereof:

### PART A - FEDERAL PARTICIPATION

Concrete pavement repair work along W Walton Boulevard from the west city limits of Pontiac to Baldwin Road; including concrete curb and gutter, sidewalk ramp, pedestrian signal, pavement marking, and permanent signing work; and all together with necessary related work.

### PART B - NO FEDERAL PARTICIPATION

Street lighting conduit, wiring, and handhole installation work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM  
HIGHWAY INFRASTRUCTURE PROGRAM - URBAN

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.



4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds in combination with Federal Highway Infrastructure Program Urban Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent with Federal Highway Infrastructure Program Urban Funds limited to \$100,631. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement,

of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF PONTIAC

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:

February 26, 2021

EXHIBIT I

CONTROL SECTION	STU 63000
JOB NUMBER	206951CON
PROJECT	21A0(280)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$3,669,900	\$26,600	\$3,696,500

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$3,669,900	\$26,600	\$3,696,500
Less Federal Highway Infrastructure Program			
Urban Funds	\$ 100,631	\$ -0-	\$ 100,631
Less Federal Surface Transportation Funds	<u>\$2,903,169</u>	<u>\$ -0-</u>	<u>\$2,903,169</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 666,100	\$26,600	\$ 692,700

NO DEPOSIT



DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

## PART II

### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate



arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package  
The Data Collection Form  
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.



## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

## APPENDIX A

### PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B**  
**TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

#### **Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**#11**

**RESOLUTION**





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable City Council President and City Council Members

**FROM:** Linnette Phillips, Director, Economic Development

**THROUGH:** Mayor Deirdre Waterman

**DATE:** February 9, 2021 moved to February 16, 2021 moved to March 2, 2021  
moved to March 16, 2021, moved to March 23, 2021

**RE: ECONOMIC DEVELOPMENT**

**Updated Resolution for the Establishment of an Industrial  
Development District (IDD) at 2100 S. Opdyke**

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2100 S Opdyke LLC is requesting that the City of Pontiac establish an Industrial Development District on parcel 64-19-03-200-025 as provided in PA 198 of 1974 commonly known as 2100 S. Opdyke. Prior to the District being established, a Public Hearing is required. The Public Hearing was held Tuesday, March 16, 2021.

The owners purchased the property from Williams International. The property at 2100 Opdyke is the former GM facility. A Formal Site Plan was submitted and approved by the COP Planning Division, December 8, 2020 to construct a 711,360 sq.ft. building for purpose of providing a multi-tenant industrial facility.

No construction has commenced at this time, however, the owners have received letters of interest from two prospective tenants to relocate to the site. The facility would be classified as a "spec" facility and meet the criteria for PA 198 Industrial Development District.

**RESOLUTION ON FOLLOWING PAGE**



## **CITY OF PONTIAC CITY COUNCIL**

### **RESOLUTION FOR ESTABLISHING AN INDUSTRIAL DEVELOPMENT DISTRICT AT 2100 S OPDYKE**

**WHEREAS**, pursuant to PA 198 of 1974, as amended (M.C.L.A. 207.551 et. seq.), after a duly noticed public hearing, held on March 16, 2021, this Pontiac City Council, by resolution, has the authority to establish an Industrial Development District, as defined in M.C.L.A. 207.553(2), within the City of Pontiac;

**WHEREAS**, 2100 S Opdyke, LLC ("Petitioner") is the owner of that certain real property located in the City of Pontiac and legally described below (the "Property");

**WHEREAS**, pursuant to M.C.L.A. 207.554(2), Petitioner is the owner of 100% of the state equalized value of the industrial property located within the proposed Industrial Development District;

**WHEREAS**, Petitioner has petitioned the Pontiac City Council to establish an Industrial Development District on the Property;

**WHEREAS**, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish the proposed Industrial Development District;

**WHEREAS**, written notice has been given by certified mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Oakland Press and/or public posting of the hearing on the establishment of the proposed Industrial Development District;

**WHEREAS**, a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of the City of Pontiac were afforded an opportunity to be heard thereon; and

**WHEREAS**, the Pontiac City Council deems it to be in the public interest of the City of Pontiac to establish the Industrial Development as proposed:

**NOW, THEREFORE BE IT RESOLVED**, by the Pontiac City Council, that the following described parcel of landed situated in the City of Pontiac, Oakland County, and State of Michigan, to wit:

**LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN,  
BEING PART OF LOTS 8 & 9, A PART OF "ASSESSOR'S PLAT NO.  
110", A PART OF SECTION 3, T. 2N., R. 10 E., AS RECORDED IN LIBER  
52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING  
WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT  
THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION  
3 (AS PREVIOUSLY SURVEYED), T. 2 N., R. 10 E., CITY OF PONTIAC,**

OAKLAND COUNTY, MICHIGAN; THENCE S 00°36'21" W ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N 89°23'39" W 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S 00°36'21" W ALONG THE WEST LINE OF OPDYKE ROAD, 1331.66 FEET TO THE POINT OF BEGINNING; THENCE S 00°36'21" W ALONG THE WEST LINE OF OPDYKE ROAD, 728.35 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENDMENTS THERETO, AS LAST AMENDED BY EIGHT AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, 40, AND 24 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S 89°35'13" W 35.00 FEET, AND (2) N 00°24'47" W 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56°12'23", LONG CHORD BEARS S 61°29'01" W 202.56 FEET) TO A POINT OF REVERSE CURVATURE, AND (4) 226.24 FEET ALONG A CURVE TO THE RIGHT (RADIUS 225.00 FEET, CENTRAL ANGLE 57°36'46", LONG CHORD BEARS S 62°11'13" W 216.83 FEET), AND (5) N 89°00'24" W 706.20 FEET; THENCE N 00°59'36" E 1815.00 FEET; THENCE S 89°00'24" E 1080.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,939,980 SQUARE FEET OR 44.536 ACRES OF LAND.

SUBJECT TO ANY EASEMENT AND OR RIGHTS OF WAY RECORDED OTHERWISE.

is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, to be known as Oakland Logistics Industrial Development District.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of Pontiac, County of Oakland, Michigan, as a \_\_\_\_\_ meeting held on \_\_\_\_\_.

\_\_\_\_\_  
City of Pontiac Interim Clerk

**#12**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable City Council President and City Council Members

**FROM:** Linnette Phillips, Director, Economic Development

**THROUGH:** Mayor Deirdre Waterman

**DATE:** February 16, 2021 moved to March 2, 2021, moved to March 16, 2021, moved to March 23, 2021

**RE: ECONOMIC DEVELOPMENT**

**Resolution to Approve Speculative Building Designation for 2100 S Opdyke, LLC**

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2100 S Opdyke LLC is requesting the City of Pontiac approve the building at 2100 S Opdyke designation as a speculative building. The designation of "Speculative" provides for the Michigan Economic Development Corporation (MEDC) in partnership with local communities to offer incentives to encourage the development of speculative building projects. By doing so, programs are aimed at increasing availability of high-quality, single or multi-tenant building space that potentially attract businesses considering new or expanded space in our community.

The owners purchased the property from Williams International. The property at 2100 Opdyke is the former GM facility. A Formal Site Plan was submitted and approved by the COP Planning Division, December 8, 2020 to construct a 711,360 sq.ft. building for purpose of providing a multi-tenant industrial facility.

No construction has commenced at this time, however, the owners have received letters of interest from two prospective tenants to relocate to the site. The facility would be classified as a "spec" facility and meet the criteria for PA 198 Industrial Development District.

# RESOLUTION ON FOLLOWING PAGE



## CITY OF PONTIAC CITY COUNCIL

### RESOLUTION TO APPROVE SPECULATIVE BUILDING DESIGNATION FOR 2100 S OPDYKE

**WHEREAS**, 2100 S Opdyke, LLC (“**Petitioner**”) is the owner of that certain real property located in the City of Pontiac and legally described below, (the “**Property**”).

**WHEREAS**, on December 8, 2020, Petitioner received Final Site Plan approval from the City of Pontiac Planning Division to construct an approximately 711,360 sq. ft. building (the “**Building**”) for the purpose of providing a multi-tenant industrial facility on the Property;

**WHEREAS**, on \_\_\_\_\_, \_\_\_\_\_, 2021, the Pontiac City Council, acting under the authority of PA 198 of 1974, as amended (M.C.L.A. 207.551 et. seq.), approved Resolution No. \_\_\_\_\_, designating the Property as an Industrial Development District;

**WHEREAS**, as of the date of this Resolution, Petitioner has not identified specific users for the Building;

**WHEREAS**, Petitioner has requested the Pontiac City Council to designate the Building as a multi-tenant Speculative Building, as defined in M.C.L.A. 207.553(8), and upon the conditions set forth in M.C.L.A. 207.559(4);

**WHEREAS**, as a condition of the adoption of this Resolution, the Building must be constructed less than nine (9) years before the filing of the application for the industrial facilities exemption certificate; and

**WHEREAS**, the Building otherwise qualifies under M.C.L.A. 207.559(2)(e).

**NOW, THEREFORE BE IT RESOLVED**, by the Pontiac City Council, that:

**Section 1.** The Building, to be located on the following described parcel of land situated in the City of Pontiac, Oakland County, and State of Michigan, to wit:

**LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING PART OF LOTS 8 & 9, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF SECTION 3, T. 2N., R. 10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREVIOUSLY SURVEYED), T. 2 N., R. 10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN; THENCE S**

00°36'21" W ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N 89°23'39" W 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S 00°36'21" W ALONG THE WEST LINE OF OPDYKE ROAD, 1331.66 FEET TO THE POINT OF BEGINNING; THENCE S 00°36'21" W ALONG THE WEST LINE OF OPDYKE ROAD, 728.35 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENDMENTS THERETO, AS LAST AMENDED BY EIGHT AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, 40, AND 24 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S 89°35'13" W 35.00 FEET, AND (2) N 00°24'47" W 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56°12'23", LONG CHORD BEARS S 61°29'01" W 202.56 FEET) TO A POINT OF REVERSE CURVATURE, AND (4) 226.24 FEET ALONG A CURVE TO THE RIGHT (RADIUS 225.00 FEET, CENTRAL ANGLE 57°36'46", LONG CHORD BEARS S 62°11'13" W 216.83 FEET), AND (5) N 89°00'24" W 706.20 FEET; THENCE N 00°59'36" E 1815.00 FEET; THENCE S 89°00'24" E 1080.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,939,980 SQUARE FEET OR 44.536 ACRES OF LAND.

SUBJECT TO ANY EASEMENT AND OR RIGHTS OF WAY RECORDED OTHERWISE.

is hereby declared and approved as a multi-tenant Speculative Building pursuant to PA 198 of 1974, as amended (M.C.L.A. 207.551 et. seq.).

**Section 2.** The Building shall be designated as a multi-tenant Speculative Building for a period of twelve (12) years from and after its construction, unless revoked earlier as provided in M.C.L.A. 207.565.

**Section 3.** An application for Industrial Facilities Exemption Certificate may be submitted by the owner or lessee of the Building, as provided in M.C.L.A. 207.555.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of Pontiac, County of Oakland, Michigan, as a \_\_\_\_\_ meeting held on \_\_\_\_\_.

\_\_\_\_\_  
Clerk





# Oakland Logistics Park





# Developer



## Founders & Partners

- Hunter Harris  
[hunter@flintdevelopment.com](mailto:hunter@flintdevelopment.com)
- Devin Schuster  
[devin@flintdevelopment.com](mailto:devin@flintdevelopment.com)







# Property

- 2100 S. Opdyke Rd.
- 44.54 +/- acres
- Former site of the General Motors Pontiac Assembly Plant
- Flint Development (2100 S Opdyke, LLC) recently purchased the property from 4GW Real Estate Investments, LLC (Williams International)







# Project



- 711,360 sq. ft.
- \$55M investment in Pontiac
- Class A industrial facility
- Speculative development designed to accommodate a wide range of potential industrial, manufacturing, and technology users.
- No committed users/tenants at this time.







# Final Site Plan Approval

- Granted December 8, 2020:



**CITY OF PONTIAC**  
Department of Building Safety & Planning  
PLANNING & ZONING DIVISION

*Mayor Deirdre Waterman*

December 8, 2020

Mr. Hunter Harris  
2100 S Opdyke LLC  
6510 Rainbow Avenue  
Mission Hills, Kansas 66208

*Delivered via email*  
[hunter@mrdevelopment.com](mailto:hunter@mrdevelopment.com)


RE: SPR 20-24 FINAL SITE PLAN APPROVAL  
2100 S OPDYKE ROAD | PARCEL NO. 64-19-03-200-025  
OAKLAND LOGISTIC PARK

Dear Mr. Harris:

Please be advised that Site Plan Application SPR 20-24 has been granted Final Site Plan approval by the Planning Division. The Planning & Development Manager completed a review based on Final Site documents dated November 6, 2020 prepared by Nowak & Fraus Engineers. The document complied with the Planning Commission conditional approval on October 21, 2020, which allowed the Planning & Development Manager authorization to grant Final Site Plan Approval.

Next steps are submission of construction documents to City Engineering and Building & Safety Departments, Waterford Regional Fire Department, Oakland County Water Resources Commission and Road Commission for Oakland County for final approval and/or permitting.

Respectfully Submitted,

  
Vern Gustafsson  
Planning & Development Manager | Planning & Zoning Division

47450 Woodward Ave | PONTIAC, MICHIGAN 48342  
TELEPHONE: (248) 758-2800



## Project Benefits

- \$55M investment in the City of Pontiac.
- Increased job creation, with an estimated 500-700 new jobs at full occupancy.
- Increased property tax revenues to the City of Pontiac.
- Substantial economic activity in the midst of the COVID-19 pandemic.
- Class A industrial facility catering to heavy market demand from booming e-commerce sales and other market trends.
- Transformation of vacant and underutilized property into a productive asset.





## Increased Property Tax Revenues

- **\$12,600** – Current annual taxes to the City of Pontiac.
- **\$143,000** – Estimated annual taxes to the City of Pontiac upon completion of the Project, even with a PA 198 abatement.

Without Project	\$	12,607
With Project & PA 198	\$	143,004
<b>Percentage Increase</b>		<b>1034%</b>





## Example PA 198's

- **Oakland County:** 21 communities authorized Industrial Facility Exemptions (IFTs) in 2019-2020, creating \$537 million of taxable value.
- **City of Pontiac:** 5 active IFTs, creating \$14.7 million of taxable value:

Entity	IFT #	Taxable Value	50% Rate Subject to IFT	Property Taxes
General Motors	2007-634	\$ 3,960,460	31.1002	\$ 123,171
General Motors	2012-264	\$ 3,420,690	31.1002	\$ 106,384
General Motors	2014-429	\$ 813,490	31.1002	\$ 25,300
Challenge Mfg	2014-447	\$ 5,724,080	25.1002	\$ 143,676
General Motors	2016-148	\$ 777,590	31.1002	\$ 24,183
<b>Totals</b>		<b>\$ 14,696,310</b>		<b>\$ 422,714</b>



## PA 198 Process

- Two (2) remaining steps to PA 198:
  1. March 16, 2021 – Hold public hearing to consider the establishment of an Industrial Development District, and adopt resolutions establishing the District and declaring the building as a multi-tenant speculative building.
  2. Future/TBD – After tenants are identified, City Council will then consider whether to approve the application for PA 198 exemption.
- Establishing the District tonight does not obligate the City to approve the exemption.
- The exemption will be considered by the City at a later date after tenants are identified.
- No benefit to the Developer. 100% of property taxes (and any exemptions) flow through to the tenants.
- PA 198 is a powerful marketing tool to attract the best and most desirable tenants to the City, along with their accompanying jobs and economic impact.